



CORPORATE HEADQUARTERS
GATEWAY PLAZA
1 HARMON MEADOW BLVD.
SECaucus, NJ 07094
TEL. (201) 601-4065
FAX (201) 601-4067

NEW YORK
125 MAIDEN LANE
NEW YORK, NY 10038

FLORIDA
6751 N. FEDERAL HIGHWAY #302
BOCA RATON, FL 33434

TRADE CONTRACT

Date: November 16, 2018

Construction Manager:
The Rinaldi Group, LLC
Gateway Plaza
1 Harmon Meadow Blvd.
Secaucus, NJ 07094

Trade Contractor:
County-Wide Construction Corp.
87 Wolfs Lane, Suite 2F
Pelham, NY 10803

Project and / or
Project Site:
120-122 Water Street
New York, NY 10005
Block 39, Lots 40 & 41

Owner:
120-122 Water Street LLC
c/o Atlas Hospitality, LLC
110 Searingtown Road South
Albertson, NY 11507

Prime Contract:
Contract between Construction Manager and Owner
Dated: As of July 19, 2016

Architect:
Gene Kaufman Architect, P.C.
525 Broadway, 8th Floor
New York, NY 10012

Trade: Concrete Superstructure as per attached Scope of Work

Trade Contract Price:
Two Million, Three Hundred Fifty Thousand Dollars
\$2,350,000.00

Change Order Overhead and Profit Allowance: 15%

Retained Percentage: 10%

Payment and Performance Bond Required: X
YES NO ALTERNATE

INDEX

<u>ARTICLE</u>	<u>CAPTION</u>
1	SCOPE OF WORK
2	TIME
3	TRADE CONTRACT PRICE
4	CONTRACT DOCUMENTS, CORRELATION AND INTENT
5	ADMINISTRATION AND ARCHITECT
6	TRADE CONTRACTOR'S RESPONSIBILITIES
6.1	ADHERENCE TO CONTRACT DOCUMENTS AND FINANCIAL STATUS
6.2	SUPERVISION
6.3	LABOR
6.4	NON-DISCRIMINATION
6.5	PERMITS AND LEGAL REQUIREMENTS
6.6	CUTTING, FITTING, PATCHING, ETC.
6.7	TAXES
6.8	SURETY BONDS
6.9	HANDLING AND HOISTING OF MATERIALS
6.10	LAYOUT
6.11	TEMPORARY FACILITIES
6.12	CLEANING AND RUBBISH REMOVAL
6.13	SUBSTITUTIONS
6.14	SITE CONDITIONS
6.15	REPORTS, ETC.
6.16	COORDINATION WITH OTHER TRADES
6.17	DAMAGED MATERIALS AND WORK
6.18	QUALITY OF WORKMANSHIP AND MATERIALS
6.19	CONSTRUCTION MEANS AND METHODS
6.20	PROJECT MEETINGS
7	PROJECT SCHEDULE AND COMPLETION OF THE WORK
8	INSPECTION, TESTING AND CORRECTION OF THE WORK
9	CHANGES IN THE WORK
10	PAYMENTS
11	SAFETY AND PROTECTION OF PERSONS AND PROPERTY
12	INDEMNITY AND INSURANCE REQUIREMENTS

- 13 SHOP DRAWINGS AND SAMPLES
- 14 TRADE CONTRACTING AND ASSIGNMENTS
- 15 DEFAULT AND TERMINATION
- 16 WARRANTIES AND GUARANTEE
- 17 CONSTRUCTION MANAGER'S RIGHT TO PERFORM WORK AND AWARD
SEPARATE CONTRACTS
- 18 ADDITIONAL PROVISIONS
 - 18.1 NOTICES
 - 18.2 SIGNS
 - 18.3 BINDING EFFECT
 - 18.4 LEGAL FORUM
 - 18.5 SEVERABILITY
 - 18.6 RIGHTS AND REMEDIES
 - 18.7 NO WAIVER
 - 18.8 SURVIVAL
 - 18.9 COOPERATION WITH LENDER
 - 18.10 ENTIRE AGREEMENT
 - 18.11 CAPTIONS

EXHIBITS

- Exhibit A – Plans and Specifications
- Exhibit B – Scope of Work
- Exhibit C – Insurance Requirements and Additional insureds
- Exhibit D – Alternates and Unit Prices
- Exhibit E – Schedule Requirements / Project Schedule / Durations
- Exhibit F – Additional Requirements
- Exhibit G – Safety Requirements
- Exhibit H – Bond Form
- Exhibit I – Warranty Form
- Exhibit J – Moisture, Mold and Mildew Prevention Program
- Exhibit K – Form of Partial and Final Lien Waiver and Releases

TRADE CONTRACT

WITNESSETH, that the Construction Manager and Trade Contractor for the considerations hereinafter named agree as follows:

ARTICLE 1

SCOPE OF WORK

Section 1.1. Scope of Work.

The Construction Manager and the Trade Contractor agree that the Trade Contractor shall furnish all labor, supervision, materials, scaffolding, ladders, tools, equipment, supplies, permits and incidental materials, insurance, taxes, and anything necessary for the prosecution and completion of work at the Project in its entirety, as described herein (the "Work") for the Project.

ARTICLE 2

TIME

Section 2.1. Time

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS TRADE CONTRACT. Construction Manager and/or Owner may sustain financial loss if the whole Project or any part thereof is delayed because Trade Contractor fails to perform any part of the Work in accordance with the Contract Documents, including, without limitation, a failure to comply with Construction Manager's directions or the Project Schedule and / or schedule durations contained in Exhibit E hereto and any Substantial Completion, Final Completion or Milestone dates contained therein. Trade Contractor shall begin the Work at the time directed by Construction Manager and shall perform its obligations under this Trade Contract with diligence and with sufficient manpower to maintain the progress of the Work as scheduled, without delaying other trades or areas of work. At the request of Construction Manager, Trade Contractor shall perform certain parts of the Work before other parts, add extra manpower, or order overtime or premium time labor in order to comply with the Project

Schedule, all without any increase in the Trade Contract Price (unless otherwise specifically provided for herein).

ARTICLE 3

CONTRACT PRICE

Section 3.1. Trade Contract Price.

The Construction Manager agrees to pay the Trade Contractor for the performance of the Work the Trade Contract Price in accordance with the terms herein.

ARTICLE 4

CONTRACT DOCUMENTS, CORRELATION AND INTENT

Section 4.1. Contract Documents, Correlation and Intent.

(a) The Contract Documents shall consist of this Trade Contract, the Prime Contract, Exhibit A the drawings and specifications, Exhibit B the Scope of Work, Exhibit C the Insurance Requirements and Additional Insureds, Exhibit D Alternates and Unit Prices, Exhibit E Schedule Requirements, Exhibit F Additional Requirements, Exhibit G Safety Requirements, Exhibit H Bond Form, Exhibit I Warranty Form, Exhibit J MMM Prevention Program, and Exhibit K Form of Partial and Final Lien Waiver and Releases.

(b) All the Contract Documents shall be read together as complementary and the rights and obligations thereunder shall be deemed cumulative.

(c) When Work is indicated on the Drawings but is not called for in the other Contract Documents, or is called for in the other Contract Documents but is not indicated on the Drawings, and the nature of the Work is such

that it should be performed by workers employed by this Trade Contractor or if standard building practices would require such Work to be performed by this Trade Contractor, then such Work shall be deemed a part of the Work covered by this Agreement and shall be performed by this Trade Contractor without additional compensation.

(d) Notwithstanding anything mentioned in Drawings and Specifications to the contrary, it is understood and agreed that the Trade Contract Price is predicated on the complete installation of all Work of the subject trade unless specifically excluded elsewhere herein. All Work is to be done in a first-class workmanlike manner to the complete satisfaction of Construction Manager, Architect and Owner. The Work includes any and all items normally required to provide a complete, first-class job in every detail for maximum quality, serviceability and appearance.

(e) Qualifications or exclusions contained in the Trade Contractor's proposal for the Work are not accepted or agreed even if same are accidentally attached hereto as an improper exhibit.

(f) The Trade Contractor represents that it is familiar with the Project and has expertise in the scope of this trade and the Work.

(g) Drawing references are for the Trade Contractor's convenience and shall in no way limit the scope of the Work.

(h) Words used herein that have well known technical or trade meanings shall be construed according to their customary meaning within the Metropolitan New York building industry.

(i) The Trade Contractor shall promptly report in writing to the Construction Manager any discovered error, omission, inconsistency or similar defect that may be apparent from Trade Contractor's review of the Contract Documents including the Drawings or Specifications. The Trade Contractor shall

cooperate with the Owner and Construction Manager in good faith to resolve such error, omission, inconsistency or defect in a manner so as to avoid any increase in the Trade Contract Price or delay to the progress of the Work. The Trade Contractor shall not do any work that is inconsistent with the Contract Documents without receiving direction from the Construction Manager.

Section 4.2. Priority of Documents.

The Contract Documents are complementary and what is required by one document shall be deemed to be required by all. In the event of a conflict between the various Contract Documents, then the more stringent provision, as applied to the Trade Contractor, shall govern. Trade Contractor acknowledges that it is familiar with the terms of the Prime Contract and agrees that the Prime Contract (including the contract documents incorporated therein) is incorporated herein in its entirety for all purposes as if copied at length and attached hereto. In the event there is any discrepancy between the Prime Contract and the Trade Contract, then the more stringent provision, as applied to Trade Contractor, shall govern. Trade Contractor is bound to the Construction Manager and assumes toward the Construction Manager all the obligations and responsibilities that Construction Manager assumes to the Owner in the Prime Contract.

ARTICLE 5

ADMINISTRATION AND ARCHITECT

Section 5.1. Construction Manager.

The Owner has employed Construction Manager to administer, manage and coordinate the Work to be performed by Trade Contractor, including reviewing and approving requisitions of Trade Contractor and any other Contract Documents used in the prosecution and completion of the Work.

Section 5.2. Architect.

The Owner has employed the Architect for the Project and who has in turn employed various engineers and other consultants (collectively the "Architect"):

Section 5.3. Responsibility for Construction Means and Methods, Etc.

The Trade Contractor, its lower-tier trade contractors of all tiers and its suppliers shall be solely responsible for (a) construction means, methods and techniques, (b) establishment of a Site Safety Program that adheres to the Project Safety Program referred to elsewhere herein, (c) all procedures and precautions necessary to comply with the Safety Programs, OSHA standards, and all applicable Federal, State and City safety and health-related codes, rules and regulations, and (d) carrying out the Work in accordance with the Contract Documents.

ARTICLE 6

TRADE CONTRACTOR'S RESPONSIBILITIES

Section 6.1. Adherence to Contract Documents.

The Trade Contractor shall perform the Work in strict accordance with the Contract Documents and it has skilled and qualified personnel to carry out the terms of this Trade Contract. Trade Contractor further represents that it has sound financial capacity to perform all the Work to the completion of the Project and that it is a bondable company capable of obtaining on short notice a bond if required by the Owner or Construction Manager.

Section 6.2. Supervision.

The Trade Contractor shall use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work. The Trade Contractor shall furnish a competent representative who is to be kept on the Site to represent the Trade Contractor for the purpose of receiving notices, orders and instructions. The Trade Contractor shall also,

when called upon by the Construction Manager, report the general progress of the Work at the Site or elsewhere, and shall cause a competent and responsible representative to attend such job meetings as are called by the Construction Manager. The Trade Contractor shall employ an appropriate number of full-time foremen and assistants, as necessary, who shall be in attendance on the Project during the progress of the Work. The foremen shall be subject to the Construction Manager's reasonable approval and shall not be changed except with the consent of the Construction Manager.

Section 6.3. Labor.

(a) The Trade Contractor shall furnish and maintain an adequate and competent staff and workforce of skilled, competent, experienced, reliable and honest workers on the Project to carry out the Trade Contractor's obligations hereunder in an efficient and timely manner until completion of the Work and shall enforce discipline and order among Trade Contractor's employees and shall not employ on the Project any unfit person or anyone not properly skilled or trained in the task assigned. Prior to commencing the Work, the Trade Contractor shall notify the Construction Manager of the name and the qualifications of its proposed staff, including its foreman and project manager and or on-site responsible party, which shall all be subject to the approval of the Construction Manager. Construction Manager may require Trade Contractor to immediately replace any Trade Contractor employee in Construction Manager's sole discretion at any time and require Trade Contractor to remove same from the Project.

(b) The Trade Contractor shall employ only such labor as, to the satisfaction of the Construction Manager, will perform their services in harmony with other trades on the Project. Should the Trade Contractor fail to carry out this provision, the Construction Manager shall be at liberty, after three (3) days written notice, to terminate the employment of the Trade Contractor, and the Construction Manager may, for the purpose of completing the Work, enter upon the premises and take

possession in the same manner and upon the same terms and conditions as described in Section 15.1 of this Agreement. Materials manufactured and installed and deliveries made shall be by workmen whose trade affiliations shall not cause strikes or work stoppages on the Project. The Trade Contractor is to be responsible for employing the proper tradesmen per applicable union jurisdiction, if applicable. The Trade Contractor is also responsible for taking whatever measures may be necessary to settle any labor disputes and ensure job continuity. Should questions of union jurisdiction arise, this Trade Contractor shall immediately take steps to settle such disputes and shall use such labor as may be determined to have jurisdiction at no additional cost to the Construction Manager, if applicable. Should Trade Contractor fail to take expeditious action, this Trade Contractor shall be responsible for any time lost because of delays arising from such disputes.

Section 6.4. Non-Discrimination and Equal Opportunity.

(a) The Trade Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, marital status, sexual orientation, national origin, ancestry and veteran or citizenship status. Trade Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, marital status, sexual orientation, national origin, ancestry, and veteran or citizenship status. Such action shall include, but shall not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for and quality of training, including apprenticeship.

(b) The Equal Opportunity Clause and Affirmative Action Clauses of Executive Order 11246, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, Section

402 of the Vietnam Era Veterans Readjustment Assistance Act, and the regulations at 41 CFR Part 60-250, Section 503 of the Rehabilitation Act of 1973 and the regulations of 41 CFR Part 60-741 are incorporated herein by reference to the extent applicable to this Trade Contract.

(c) Trade Contractor shall comply with all Federal, State or Local Equal Opportunity or Affirmative Action Programs, that are applicable to the Project.

Section 6.5. Permits and Legal Requirements.

Trade Contractor shall secure, maintain, renew and pay for all other permits, expediters (if any) and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work called for under this Trade Contract. The Trade Contractor further agrees that all Work shall be performed in accordance with and all materials furnished by it under this Trade Contract shall comply strictly with all applicable laws, rules, regulations, ordinances, codes and orders of all federal, state and local governmental authorities, agencies, departments or bureaus having jurisdiction and which affect the Work hereunder ("Legal Requirements") without extra charge or expense. The Trade Contractor shall be liable for a violation of any such Legal Requirements arising out of the performance of the Work by the Trade Contractor and hereby indemnifies and saves harmless the Owner and Construction Manager and all other persons and entities mentioned or referred to as Additional Insureds from and against any delay in the schedule for completion of the Work attributable to any such violation or noncompliance by Trade Contractor and any fine or expense, including reasonable attorneys' fees and disbursements, resulting to them by reason of any such violation by the Trade Contractor. The Trade Contractor shall cooperate with the Construction Manager and Owner by, among other things, appearing at any court, administrative or legal proceedings or hearings held in connection with alleged violations of such Legal Requirements.

Section 6.6. Cutting, Fitting, Patching, Etc.

The Trade Contractor shall do all cutting, fitting, patching and protection of its Work that may be required to make its several parts come together properly and to fit it to receive or be received by the work of other trades shown upon or reasonably implied by the Contract Documents, and as otherwise set forth herein. The requirement to cut, fit or patch shall be determined by Trade Contractor, provided however, that structural elements of the Project shall not be cut, patched or otherwise altered or repaired without prior authorization of the Architect.

Section 6.7. Taxes.

The Trade Contractor agrees to pay and hereby assumes full and exclusive liability for the payment of any and all contributions or taxes imposed by the laws of the United States of America or by the laws of any state or city and which are measured by the wages, salaries, or other remuneration paid to persons employed by the Trade Contractor on the Work to be performed hereunder or by material and equipment cost therefor. If requested by the Construction Manager, the Trade Contractor shall furnish the Construction Manager such payroll information or employment records as may be necessary to enable the Construction Manager to comply with any law imposing such contributions or taxes, and the Trade Contractor agrees to reimburse the Construction Manager for the entire amount of contributions, taxes or penalties that the Construction Manager may be required to pay because of the failure of the Trade Contractor to furnish such information or records, or because of the failure of the Trade Contractor to pay such contributions or taxes. Trade Contractor shall be liable for the payment of all sales, use or other taxes of whatever nature levied or assessed against the Construction Manager, the Owner or the Trade Contractor arising out of the Work and the furnishing or installing by the Trade Contractor hereunder of any kind of materials, supplies or equipment.

Section 6.8. Surety Bonds.

As a condition of this Contract, Construction Manager or Owner reserves at all times the right to require the Trade Contractor to furnish a Performance Bond and a separate Payment Bond, which Payment Bond shall provide a direct right of action against the surety by a claimant. Each such Bond shall be in the sum equal to 100% of the Trade Contract Price, shall be in form and substance satisfactory to the Construction Manager and shall be underwritten by a surety company 1) authorized to do and doing business in the State where the Project is located 2) with a "Best" rating of A, or better and 3) that is treasury listed. When required, the Trade Contractor shall furnish to the Construction Manager an original of each such Bond prior to commencing any work at the Project. If required, any payment and performance bonds furnished by the Trade Contractor shall be in the form as approved by the Construction Manager, and shall name the Owner as dual-obligee thereunder. The premium for said bonds shall be included in the Trade Contract Price. Failure to furnish such bonds within five (5) business days from demand shall constitute a material default hereunder.

Section 6.9. Handling and Hoisting of Tools, Equipment and Materials.

(a) The Trade Contractor is responsible for the handling and distribution of its own tools, equipment and materials. Trade Contractor shall confine its tools, equipment and materials and its operations to areas permitted by Legal Requirements or as directed by the Construction Manager.

(b) The Trade Contractor shall organize and coordinate, well in advance of the time required on the Project, the procurement and delivery of all necessary materials, supplies and equipment so that they will be available at the Project as needed for timely completion of the Work.

(c) The Construction Manager will make available through the hoisting trade contractor a material and personnel hoist ("the

hoisting facilities") at the Project for the use of all trade contractors on the Project on a reservation basis and, unless provided otherwise in an exhibit attached hereto, at a cost of \$360 per hour regular time and \$500 per hour overtime, or portion thereof; provided, however, there will be a minimum charge of \$360 for any use during regular time and \$500 for any use during overtime. The Trade Contractor shall make all arrangements for the use of this hoist with Construction Manager's superintendent at least twenty-four hours in advance. The Trade Contractor shall satisfy itself as to the adequacy, size, carrying capacity and projected period of availability of the hoisting facilities for use by the Trade Contractor, location of the hoisting facilities installed or planned for the Project. Neither the Construction Manager nor the Owner can guarantee that the hoisting facilities will be available for use whenever or wherever Trade Contractor desires. No personnel shall be permitted to utilize any material hoists. If the Trade Contractor shall use any scaffold, derrick, material hoist, personnel hoist, or other tools and equipment furnished by the Construction Manager, other Trade Contractors or Owner, Trade Contractor shall satisfy itself as to the safety of said scaffold, derrick, material hoist, personnel hoist or other tools and equipment before using the same and shall be fully responsible for the safety thereof to the same extent as if such scaffold, derrick, material hoist, personnel hoist or other tools and equipment were owned by and in the sole control of the Trade Contractor.

(d) The Trade Contractor may decide not to rent the available hoisting equipment and elect to use rope hoists or other methods. If it does so, any damage caused through the use of its own method will be charged to Trade Contractor. If Trade Contractor installs a rope hoist, it must remove same when same is not in use so that other Trade Contractors will not use same without authorization. The Trade Contractor shall notify the Construction Manager's superintendent of the location at which it intends to use the rope hoist or other methods. In the use of ropes or other methods of hoisting, the Trade Contractor shall so conduct its operations so as not to

interfere with or cause injury to other trades and shall move same from location to location, if required, in order to enable the other trades to work expeditiously, and the cost of any such moving shall be the Trade Contractor's sole responsibility.

(e) There shall be no extensions of time permitted or extras or costs paid by the Construction Manager or Owner for walk-up time, lost-time or delivery or trucking charges that may be incurred as a result of personnel hoist, material hoist or vertical transportation breakdowns. The Trade Contractor and its employees must continue to work and walk to the place of the Work, if necessary, subject to union restrictions, during any personnel hoist, material hoist or vertical transportation breakdown, it being acknowledged that such breakdowns occur from time to time on all construction sites. (unless DOB rules dont allow 11-30-18 us to work)

(f) ~~If the Trade Contractor reserves any hoist, but does not use it, Trade Contractor will be charged for the reserved time at the above noted rates whether or not free hoisting is provided to Trade Contractor pursuant to anything herein.~~

(g) Trade Contractor must provide sufficient manpower so as to make maximum use of the hoist.

Section 6.10. Layout.

One North/South axis line and one East/West axis line and one benchmark shall be established by others at each level. All subsequent layout on the floors shall be performed by the Trade Contractor who shall be solely responsible for establishing and maintaining the layout, line and grade tolerances required. The Trade Contractor shall perform all engineering and layout for its own Work. If axis lines are provided by others, the Trade Contractor shall verify all axis lines prior to use and shall notify Construction Manager of any discrepancies. (For our work scope)

Section 6.11. Temporary Facilities.

(a) The Trade Contractor shall place and relocate its field offices and shanties when and where directed by the Construction Manager and provide all necessary facilities for its workers. It is understood that this Trade Contractor is responsible for the acquisition, maintenance and subsequent removal of all utility, sprinkler and telephone services required for its field offices and shanties. Each structure Trade Contractor maintains must be of fire-resistant construction if placed inside the Project and must contain a minimum of one (1) 20 lb. dry ABC Fire Extinguisher.

(b) Temporary light and power for small hand tools will be furnished and maintained by the electrical Trade Contractor only during the normal working hours of the trades and for work performed on overtime which has been ordered and approved as overtime work by the Construction Manager, subject to the provisions of Section 7.4.

Section 6.12. Cleaning and Rubbish Removal.

The Trade Contractor shall clear all rubbish created by its operations on a daily basis and collect same in a central location on each floor or in a container provided by the Construction Manager as directed by the Construction Manager's superintendent. If Construction Manager uncovers or learns of Trade Contractor's failure to clear and collect rubbish created by its operations, Construction Manager may clear and collect such rubbish upon notice to the Trade Contractor and all cost and expense of performing such Work shall be charged to the Trade Contractor's account. In the event of a dispute between the Trade Contractor and other Trade Contractors on the Site as to responsibility for cleaning up as required under this Section, the Construction Manager may clean-up and charge the cost thereof to the Trade Contractors responsible therefor as the Construction Manager shall reasonably determine to be fair and equitable, which shall in no way be construed as relieving Trade Contractor of its obligations under this

Agreement or any Contract Documents identified herein.

Section 6.13. Substitutions.

Requests for substitutions of equipment, materials or processes other than those specified must be approved in advance in writing by Architect, Construction Manager and Owner and the Trade Contractor will furnish with Trade Contractor's request for approval of a proposed substitution such drawings, specifications, samples, performance data and other information as may be required to assist the Architect, Construction Manager and the Owner in determining whether the proposed substitution is acceptable. All shop drawings, samples and product data submitted for approval by Trade Contractor that contain substitutions must indicate all substitutes with bold lettering stating "Request for Approval of Substitution". Substituted materials, equipment or processes not previously approved in writing shall not be installed, except at Trade Contractor's sole and complete risk.

Section 6.14. Site Conditions.

By executing this Trade Contract, the Trade Contractor represents that it has visited the Site, familiarized itself with the local conditions under which the Work is to be performed, correlated its observations with the requirements of the Contract Documents and understands that the Work may be done in a congested area and has calculated its price and time schedule accordingly. Material deliveries are to be promptly coordinated with Construction Manager so as not to interfere with neighboring operations at the Project. Trade Contractor shall obtain Construction Manager's approval of any proposed location of materials to be stored on Site prior to delivery of such materials on Site, as well as proposed methods of protecting and safeguarding such materials until installation. The Trade Contractor shall confine operations at the Project to areas permitted by applicable Legal Requirements, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment. The Trade Contractor

shall coordinate all of the Trade Contractor's operations with and secure approval from the Construction Manager before using any portion of the Site.

Section 6.15. Reports, Schedules, Etc.

(a) The Trade Contractor shall provide within ten (10) days of execution of this Trade Contract a proposed schedule of submission of shop drawings (with appropriate cross references to applicable sections of the specifications) and a proposed schedule of deliveries of materials to the Project with periodic update of the status of progress of such shop drawings and material deliveries within two (2) days of request by the Construction Manager.

(b) The Trade Contractor shall, each morning upon the commencement of Work each day, provide a written report (in a form approved by the Construction Manager) to the Construction Manager stating: the number of men, the description of Work, the area of Site or floors and equipment on the Project.

(c) The Trade Contractor shall be responsible for the preparation and cost of any affidavit or instrument or supporting data regarding the Work to be performed hereunder and which is required for the issuance of Temporary or Permanent Certificate of Occupancy or for compliance with any requirements of any governmental authority having jurisdiction.

(d) Whenever required by the Construction Manager, it shall be the duty of the Trade Contractor to file with the Construction Manager, without charge and within five (5) days of written request, a verified statement, in a form satisfactory to the Construction Manager, certifying the amounts then due and owing for labor and materials furnished under the terms of this Trade Contract and setting forth therein the lower-tier trade contractors or suppliers who remain unpaid and the amounts due to each.

Section 6.16. Coordination with Other Trades.

(a) Included in the Work of this Trade Contractor is the complete coordination of this Work with the work of other trades. The Trade Contractor shall coordinate its Work with the work of other trade contractors in such manner as the Construction Manager shall direct. The Trade Contractor shall afford other trade contractors reasonable opportunity for the installation, execution and storage of their respective work and materials. Trade Contractor shall attend coordination meetings as scheduled by the Construction Manager. Trade Contractor shall perform all preparation of its Work required in order to receive the work of other trade contractors. Trade Contractor shall advise other Trade Contractors of any preparation of its work required in order to receive the work of other trade contractors. Trade Contractor shall advise other trade contractors of any preparation in their work required for its Work and shall provide those trade contractors with location plans and items to be built-in to their work in a timely manner.

(b) If the Construction Manager shall determine that the Trade Contractor is failing to coordinate its Work with the work of other trade contractors as directed, the Construction Manager may upon written notice to the Trade Contractor:

(i) withhold any payment otherwise due hereunder until such directions are complied with by the Trade Contractor;

(ii) direct others to perform portions of this Trade Contract and charge the cost of such work to the Trade Contract Price; or

(iii) terminate any and all portions of this Trade Contract for Trade Contractor's failure to perform in accordance with this Trade Contract pursuant to Section 15.2.

Section 6.17. Damaged Materials and Work.

Material which has become damaged in any way during storage and delivery shall not be

used and shall be replaced by this Trade Contractor at no additional cost. The Trade Contractor must protect all of its materials stored on the Project Site prior to installation and take proper precautions to avoid accidental damage by other trades or the elements. Completed work of this Trade Contractor shall be free of dents, tool marks, warping, buckling, open joints, and other defects.

Section 6.18. Quality of Workmanship and Materials.

The Trade Contractor shall perform the Work strictly in accordance with the best modern construction practices and shall use only the highest standard of workmanship and new materials of best quality, subject to the specific requirements of the Drawings and Specifications.

Section 6.19. Project Meetings.

The Trade Contractor shall attend and participate in all regular progress meetings and special job meetings called by the Construction Manager. The Trade Contractor's Project Safety Representative shall attend weekly and/or monthly safety meetings.

ARTICLE 7

PROJECT SCHEDULE AND COMPLETION OF THE WORK

Section 7.1. Time for Completion of the Work.

(a) It is understood and agreed that time is of the essence in the commencement, prosecution and completion of the Work. The Trade Contractor shall and will proceed with the said Work and every part and detail thereof in a prompt and diligent manner and shall and will do the several parts thereof at such times and in such order as Construction Manager may direct. The Trade Contractor shall and will wholly finish the said Work according to the Contract Documents and as required in order to maintain the progress of construction of the Project and in accordance with the time schedules, starting dates and completion dates, as set forth in any

Exhibits hereto, except that the Trade Contractor's time for completion as hereinbefore set forth shall be extended by reason of any delay resulting from causes as provided in Section 7.2(c) herein.

(b) The Trade Contractor agrees to have its materials and manufactured products ready so as to begin work at the building within three days from the time of notification by the Construction Manager.

Section 7.2. Delays, Damages and Extensions of time.

(a) The Trade Contractor shall provide adequate manpower and equipment and materials to keep up with the progress of the job. It is understood that Trade Contractor shall perform the Work during normal working hours except as may be provided otherwise herein. However, Trade Contractor will work overtime at its own expense when its manpower is inadequate to keep up with the progress of the job. All costs of all standby trades will be charged to this Trade Contractor when such overtime is required.

(b) The Trade Contractor shall not cause any unnecessary hindrance or delay to other Trade Contractors on the Project. Should any other trade contractor having or who shall hereafter have a contract with the Owner or Construction Manager for the performance of work upon the Site or the Project sustain any damage through any act or omission of the Trade Contractor, the Trade Contractor agrees to reimburse such other trade contractor for all such damages and to indemnify and hold the Owner and the Construction Manager harmless from all such claims. Trade Contractor shall look to other trade contractors and not to Construction Manager or Owner for any and all damages caused by other trade contractors.

(c) Should the Work be substantially obstructed or delayed by any act, neglect, delay or default of the Construction Manager, the Owner or the Architect or by reason of Acts of God, changes ordered in the Work not resulting from the act or neglect of the

Trade Contractor, accidents, fire, strikes or labor disputes not attributable to the failure of the Trade Contractor to perform its obligations under any collective bargaining agreement or labor law and provided Trade Contractor has used its best efforts to resolve such dispute, adverse weather not reasonably anticipatable, war, governmental preemption in connection with a national emergency, or rules, orders or regulations of any department, bureau or subdivision of any governmental agency, then the time for the completion of the Work shall be extended for a period equal to the time lost by reason of the causes aforesaid as approved by the Construction Manager, but no such allowance shall be made unless a written claim therefor be presented to the Construction Manager and the Owner within three (3) working days after the commencement of such delay and Trade Contractor demonstrates that it could not have anticipated or avoided such delay or obstruction and has used all available means to minimize the consequences thereof. **Trade Contractor acknowledges and accepts that the construction of the Project is complex and subject to delays. Accordingly, and notwithstanding any other provisions of this Trade Contract, Trade Contractor agrees to make no claim for additional costs on account of, and contractually assumes the risk of, any and all loss and expense for delay in the performance of the Work, including any delay occasioned by or resulting from any act or omission of Construction Manager, Owner, Architect or their consultants or other trade contractors employed at the Project site.** No charge shall be made by the Trade Contractor for storage of materials, tools and equipment on the Work during such delay and no claim shall be made by the Trade Contractor for damages for any such delay or cessation of Work of any kind regardless of the cause. **Trade Contractor expressly agrees not to make, and hereby waives, any claim for delay costs, loss of productivity or efficiency, lost profits or extended home office overhead, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable, and whether or not anticipated.**

(d) The Trade Contractor acknowledges that this Project shall be constructed on a "fast-track" basis. The Trade Contractor shall furnish first class, professional and efficient Work and use its best efforts, skill and judgment to complete its Work in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner and Construction Manager and consistent with "fast-track" construction, the Project Schedule and the Contract Documents.

(e) If the Trade Contractor or any of its lower-tier trade contractors or suppliers shall delay the progress of the Work or fail to coordinate its Work with the work of the other trade contractors and, as a result thereof, Construction Manager or Owner shall incur damages (including liquidated damages, if applicable), the Trade Contractor shall be responsible for same and shall indemnify and hold harmless the Construction Manager and Owner on account of any such damages.

(f) Trade Contractor shall perform such out-of-sequence Work as is normally performed by Trade Contractor's trade at no additional cost.

(g) The Trade Contractor shall, if directed by the Construction Manager, expedite its Work, at no additional cost, in the lobby space, show office space, model apartments, and on the model apartment floors, if any.

(h) Punch-list work shall be performed by Trade Contractor only at times as will not unreasonably interfere with the use or occupancy of the Project by an occupant at no additional cost to Construction Manager or such occupant.

Section 7.3. Scheduling of the Project.

(a) The planning and scheduling of this Project will be performed and prepared by the Construction Manager and may be programmed using the Critical Path Method. The Trade Contractor agrees to furnish to the Construction Manager such information relating to sequence of operations, manpower

availability, and work schedules as will enable proper planning and scheduling of the Project including, without limitation, bar charts or network diagrams, and other details pertaining to manpower, material deliveries and equipment which impact the progress of the Work. The Trade Contractor agrees that it shall arrange and perform its Work in accordance with the schedule for the Project.

(b) A representative of the Trade Contractor shall meet with the Construction Manager and shall furnish to the Construction Manager, from time to time when requested, information necessary for such re-evaluating and updating the schedule for the Project, and, if applicable, information in regard to the Trade Contractor's proposed effort to overcome any incurred delays. The form of such information shall be as required by the Construction Manager. In addition to the foregoing, the Construction Manager shall at all times have the right to request updates as to information regarding Trade Contractor's scheduled performance of the Work or portions thereof and the Trade Contractor shall furnish the same to the Construction Manager within forty-eight (48) hours of the time of such request.

(c) The Trade Contractor is required to consult with and fully cooperate with other trade contractors, as necessary, in order to maintain the schedule and also in regard to any changes which may be required in the Schedule. Any possible means of shortening the Schedule, at no additional cost, shall be brought to the attention of the Construction Manager.

Section 7.4. Overtime.

The Trade Contractor shall work overtime as directed by the Construction Manager. The Construction Manager shall have the right to expedite the Work even out of sequence and, provided the Trade Contractor is (i) in the good faith judgment of Construction Manager not behind in the Work and (ii) not otherwise in default in any of the provisions of the Trade Contract, the Construction Manager shall reimburse the Trade Contractor for the actual additional wages over and above straight

time rates determined at premium rates actually paid by the Trade Contractor and approved, in advance and in writing, by the Construction Manager for such overtime for personnel which have been approved by the Construction Manager, plus taxes imposed by law on and fringe benefits and insurance applicable to such additional wages. The Trade Contractor shall not be entitled to any payment on account of overhead or profit with respect to such additional wages, fringe benefits and insurance. Time slips covering said additional wages must be checked and approved by the Construction Manager's superintendent at the Project on a daily basis. If, however, the Trade Contractor is, in Construction Manager's good faith judgment, behind in the Work or, in Construction Manager's good faith judgment, is delaying the progress of the Work necessary to complete the Project in accordance with the scheduled dates of completion then, if requested by the Construction Manager, the Trade Contractor shall work such overtime hours or days with such additional personnel as may be necessary in the Construction Manager's opinion to either meet the scheduled dates or otherwise keep abreast with the general progress of the Work at the Project and the cost incurred on account of such overtime (including the cost of stand-by trades) shall be borne entirely by the Trade Contractor. Any refusal by the Trade Contractor to commence and perform such overtime work shall constitute a default hereunder.

Section 7.5. Expediting.

(a) Work on procuring and furnishing all materials and equipment required to be furnished by the Trade Contractor shall be started at once so that the Trade Contractor may commence deliveries and start the Work at the Project upon receipt of notice from the Construction Manager. Deliveries of all such materials and equipment to the Project shall be made at such times (including overtime days or hours if necessary) so as to avoid delays to the Project.

(b) The Trade Contractor shall cooperate and direct its suppliers to cooperate in furnishing information to the Owner and

Construction Manager regarding deliveries and production and in connection with the expediting of the Project pursuant to this Section.

Section 7.6. Use and Occupancy of Project Prior to Completion.

(a) Occupancy of and use by the Owner of the Project, or parts thereof, or anyone in occupancy under or through the Owner, shall not be construed as acceptance of the Work and shall not relieve the Trade Contractor from any obligation of performing all of the Work required by the Trade Contract but not completed at the time of occupancy; provided, however, that the Trade Contractor will not be called upon to redo any Work damaged by the Owner or anyone in occupancy under or through the Owner.

(b) Occupancy by or use of the Project, or parts thereof, by the Owner, or anyone in occupancy under or through the Owner, shall not constitute a waiver of claims which Construction Manager may have against the Trade Contractor under this Trade Contract.

Section 7.7. Manpower.

This Trade Contractor shall proceed when and where directed with sufficient labor and manpower to maintain the Project Schedule. The Trade Contractor shall provide adequate manpower to keep up with the progress of the job. If at any time this Trade Contractor falls behind the schedule due to its own fault, Trade Contractor shall immediately commence whatever additional overtime and/or weekend work required bringing the status of its work back to the schedule approved by the Construction Manager at no additional cost to the Construction Manager. If this Trade Contractor falls behind schedule due to its own fault, the extra costs including premium time costs for the trades to make up such lost time shall be the responsibility of this Trade Contractor.

ARTICLE 8

INSPECTION, TESTING AND CORRECTION OF THE WORK

Section 8.1. Inspection and Correction of the Work.

The Trade Contractor shall provide, both in the shops and at the Site, sufficient safe and proper facilities at all times for the inspection of the Work by the Construction Manager, the Owner, the Architect and the representatives of any lending institution which shall make a building loan to the Owner, or their authorized representatives. The Trade Contractor shall, within twenty-four hours after receiving written notice from the Construction Manager, at its own cost and expense, proceed to remove from the Site or Project all materials rejected by the Construction Manager, the Owner or the Architect, as not complying with the Contract Documents whether worked or unworked, and to take down all portions of the Work which the Construction Manager, the Owner or the Architect shall, by like written notice, reject as unsound or improper or as in any way failing to conform to the Contract Documents. Work done or materials furnished by the Trade Contractor and not approved by the Construction Manager, the Owner or the Architect will not be accepted. The Trade Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion of the Project and whether or not fabricated, installed or completed. The Trade Contractor shall bear all costs of correcting such rejected work, including compensation for the Construction Manager's and the Owner's other consultants' additional services made necessary thereby. The Trade Contractor shall not be relieved from the Trade Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the Architect in their administration of this Trade Contract or by any inspections, tests or approvals required of or performed by others.

Section 8.2. Uncovering of the Work.

(a) If any portion of the Work should be covered contrary to the request of the Architect, Construction Manager or the Owner or the requirements specifically expressed in the Contract Documents, Trade Contractor must, if required in writing by the Construction Manager, uncover such Work for observation and same shall be replaced at the Trade Contractor's sole cost and expense.

(b) If any other portion of the Work has been covered which the Architect, Construction Manager or Owner has not specifically requested to observe prior to its being covered, either Architect, Owner or Construction Manager may request to see such Work and it shall be uncovered by the Trade Contractor. If such Work is found to be not in accordance with the Contract Documents, the Trade Contractor shall pay such costs arising out of uncovering and repairing the Work in addition to the costs to correct the defective Work.

Section 8.3. Defective Work.

(a) In case the nature of the defect of any particular portion of the Work is such that in the judgment of the Construction Manager, the Owner or the Architect, it is not expedient to have the Work corrected, the Construction Manager shall have the right to deduct such sums of money from the amount due to the Trade Contractor as constitutes a fair and reasonable remuneration for the difference in value of the Work as furnished from that as specified or for the damage to the completed Work.

(b) Should any person or persons at any time assert a claim or institute any action, suit or proceeding against the Owner or Construction Manager involving the manner or sufficiency of the performance of the Work contemplated under this Trade Contract, the Trade Contractor will upon request of the Owner or Construction Manager promptly take over the defense of any such claim, action, suit or proceeding at the sole cost and expense of the

Trade Contractor and will also indemnify the Construction Manager and the Owner, all other persons and entities mentioned or referred to as Additional Insureds including those listed in Exhibit C, and save them harmless from and against any and all liability, damages, judgments, costs or expense, including attorney's fees and disbursements, arising out of or in connection with any such claim, action, suit or proceeding.

Section 8.4. Defective Work of Others.

Should the proper, workmanlike and accurate performance of any Work under this Trade Contract depend in any way upon the proper, workmanlike or accurate performance of any work by another trade contractor on the Project, the Trade Contractor agrees to use all means reasonably necessary to discover any defects in such trade contractor's work, and to report the same in writing to the Construction Manager and Owner before proceeding with its Work which is so dependent and shall allow to the Construction Manager a reasonable time to remedy such defect, it being the intention of the parties hereto that the entire Work on the Project shall be properly performed in a workmanlike manner. Before installation of any material, Trade Contractor shall examine the material to which it is to be applied and shall notify the Construction Manager in writing of all defects which would affect the quality and appearance of the Work. Proceeding with installation shall constitute acceptance of the existing conditions as meeting all requirements for a proper installation.

ARTICLE 9

CHANGES IN THE WORK

Section 9.1. Changes in the Work.

(a) With respect to any changes requested by the Owner, Architect and Construction Manager, the Trade Contractor shall provide a detailed estimate of the cost and schedule impact of such change and shall not proceed with such changes until directed to do

so in writing by the Construction Manager as hereinafter provided.

(b) The Trade Contractor shall make no claim for changes in the Work, additional Work or extra Work unless the same shall be done in pursuance of a written order from the Construction Manager as hereinafter provided and notice of all such claims shall be made to the Construction Manager in writing within three (3) working days after the event giving rise to such claim, or such claim shall be considered as abandoned by the Trade Contractor.

(c) Bills for any changes in the Work, additional Work or extra Work shall be rendered at such time and in such form as directed by the Construction Manager. For the purpose of verifying such bills, the Trade Contractor shall upon request produce any and all data to determine the correctness of the charges.

(d) In the event of reimbursable extra Work, for changes in the Work or additional Work performed by the Trade Contractor or any approved lower-tier trade contractor, the Trade Contract Price shall be revised by one of the following methods as determined by the Construction Manager:

(i) by applicable Unit Prices stated in the Contract Documents;

(ii) by a mutually agreeable amount properly substantiated and itemized including the Change Order Overhead and Profit Allowance in the aggregate for overhead and profit for the Trade Contractor or any lower-tier trade contractor performing the work with the Trade Contractor's mark-up on work performed by the lower-tier trade contractor to be 5% in the aggregate for overhead and profit and with the aggregate overhead and profit for Trade Contractor and any lower-tier trade contractor not to exceed 15%;

(iii) by payment of actual reasonable out-of-pocket costs determined on a time and material basis with a mark-up of the

Change Order Overhead and Profit Allowance in the aggregate for overhead and profit for the Trade Contractor or any lower-tier trade contractor performing the work with the Trade Contractor's mark-up on work by a lower-tier trade contractor to be 5% in the aggregate for overhead and profit and with the aggregate overhead and profit for Trade Contractor and any lower-tier trade contractor not to exceed 15%; or

(iv) by a mutually agreed to lump sum amount.

(e) The Trade Contractor shall not be entitled to a mark-up upon a lower-tier trade contractor's extra work if such lower-tier trade contractor controls, is controlled by, under common control with, or otherwise affiliated with the Trade Contractor.

(f) The Trade Contractor shall utilize all applicable unit prices when submitting proposals for extra, additional or changed Work and if there are no applicable unit prices Trade Contractor shall use its best efforts in good faith to arrive at an agreeable lump sum amount and failing that shall use its best efforts in good faith to arrive at an agreeable upset price for such Work in the event such Work is performed on a time and material basis.

(g) When there is a dispute as to the value and/or existence of a change, addition, or extra Work, the Trade Contractor shall be required to continue working on the disputed Work and shall be paid on a time and material basis as provided in this paragraph if the Work is an extra, but not if the Work is determined to be a part of this Trade Contract.

(h) When performing Work on a time and material basis, the Trade Contractor, on a daily basis, shall furnish to the representative of the Construction Manager duplicate time sheets, material tickets and slips for other miscellaneous charges, retaining copies of each and securing the signature of the Construction Manager's representative on all time sheets, material tickets and slips for miscellaneous charges. Signed tickets only

represent verification of work performed by the Trade Contractor. Signed tickets are subject to all Trade Contract requirements which requirements shall determine which work is extra work to the Trade Contract. All signed documents shall accompany applications for payment.

(i) In the event of changes in the Work which reduce the Scope of the Work hereunder, the Trade Contract Price shall be reduced by an appropriate amount.

(j) Labor rates for all "Time and Material" work shall be calculated on the basis of actual direct labor cost. Indirect costs such as shop costs, trucking, etc. may not be factored into labor rates.

ARTICLE 10

PAYMENTS

Section 10.1. Payments.

(a) Partial payments of the Trade Contract Price shall be paid by the Construction Manager to the Trade Contractor as follows:

Every 2 weeks
~~Once each calendar month~~ on a date designated by the Construction Manager, the Trade Contractor shall furnish to the Construction Manager a written requisition on an AIA G702 and G703 form together with supporting affidavits in form and substance satisfactory to the Construction Manager and the Owner for all Work erected in place by the Trade Contractor up to the date of such requisition. If the Architect, Construction Manager and Owner approve the requisition, and all work done by the Trade Contractor theretofore, and all materials erected in place by the Trade Contractor theretofore, and if the Architect, Construction Manager and Owner are satisfied that the Work still to be done and the materials still to be furnished by the Trade Contractor can be completed within the Trade Contract Price, the Construction Manager, upon receipt of the Architect's and Owner's approval of such requisition or so much thereof as they may have found to be correct, and upon receipt from the

Owner of the funds necessary to make payment of the amount as approved, shall pay to the Trade Contractor subject to the provisions herein, on or about the ~~45th~~-day after such requisition was approved, less the Retained Percentage amount, or so much thereof as the Architect, Construction Manager, Owner or Lender may have found to be correct. Before each such payment is required, the Trade Contractor shall give to the Owner, Construction Manager and Lender good and sufficient evidence in a form of the partial lien waiver and release attached hereto as Exhibit K, duly executed by the Trade Contractor, including obtaining same from Trade Contractor's suppliers and lower-tier trade contractor, that the premises are free from all liens and claims chargeable to the said Trade Contractor. The monthly partial payments hereinabove provided for shall be based upon the percentage complete of the Trade Payment Breakdown furnished by the Trade Contractor and approved by the Owner, Construction Manager and Lender. Such Trade Payment Breakdown shall be furnished within fifteen (15) days after the award of this Trade Contract and is subject to the approval and revision of the Construction Manager at any time.

(b) The final payment shall be made by the Construction Manager to the Trade Contractor as follows:

After the Work under this Trade Contract has been completely performed and all as-built drawings have been submitted by the Trade Contractor and accepted by the Construction Manager, the Trade Contractor shall notify the Construction Manager, the Owner and the Architect thereof. Thereafter the Construction Manager, the Owner and the Architect shall have approved all Work done by the Trade Contractor and if the Construction Manager, the Owner and the Architect are satisfied that this Trade Contract has been completely performed and temporary Certificate of Occupancy ("TCO") has been issued for the entire Project, the Construction Manager, upon receipt from the Trade Contractor of the final lien waiver and release attached hereto as Exhibit K duly executed by the Trade Contractor, together

with good and sufficient evidence that the premises are free from all liens and claims chargeable to the said Trade Contractor, and upon receipt from the Owner of the funds necessary to make payment of the balance owing, shall pay the balance owing to the Trade Contractor. If at any time any lien or claim for which, if established, the Construction Manager, Owner or the said premises may be made liable and which would be chargeable to the Trade Contractor, the Construction Manager shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner, Lender and Construction Manager against any and all costs and expenses arising out of such lien or claim until the same shall be effectively satisfied, discharged or canceled and should there prove to be any such lien or claim after all payments are made, the Trade Contractor shall pay to the Construction Manager or Owner all monies that the Owner or Construction Manager may be compelled to pay in discharging any such lien or claim.

(c) No payment made under this Trade Contract shall be evidence of performance of this Trade Contract either wholly or in part against any claim of the Construction Manager and no payment shall be construed to be an acceptance of any defective Work.

(d) Notwithstanding any provisions in this Trade Contract to the contrary, amounts held back by Construction Manager pursuant to the provisions hereof shall not be released, and progress payments (to the extent provided by law) as well as final payment shall not be made to Trade Contractor unless and until Trade Contractor and all lower-tier trade contractors and suppliers (as requested by Construction Manager) shall duly execute and deliver to Construction Manager written releases of claims and of liens (which releases of lien shall be partial releases as provided by law) in the form attached hereto as Exhibit K. Progress payments shall not be made hereunder unless the requisition is accompanied by such waiver and release of liens in the form attached hereto as Exhibit K.

(e) Each requisition for payment by Trade Contractor, which shall be made on forms provided by the Construction Manager, which shall be acceptable to the Owner, shall constitute a representation by Trade Contractor that (i) the partial payment then requested to be disbursed has been incurred by Trade Contractor on account of the Work, (ii) the materials, supplies and equipment for which such requisition is being submitted have been installed or incorporated in the Project or have been stored at the Project Site or at such off-Project Site storage locations as shall have been approved in writing by Construction Manager and Owner; provided, however, Owner and Construction Manager shall not be obligated hereby to pay or advance monies for materials stored off-site, unless, at Construction Manager's sole option and discretion, such is approved in advance and in writing by Construction Manager, (iii) the materials, supplies and equipment are insured in accordance with the provisions of this Trade Contract, (iv) to the best of Trade Contractor's knowledge, the materials, supplies and equipment are not subject to any liens or encumbrances, (v) to the best of Trade Contractor's knowledge, no mechanic's, laborer's, vendor's, material man's or other liens have been filed in connection with the Project or any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such requisition has been performed in strict accordance with the Contract Documents and all applicable Legal Requirements, and (vii) the partial payment then requested to be disbursed, together with all sums previously disbursed under prior requisitions, does not exceed that portion of the Trade Contract Price which is allocable to the portion of the Work actually completed up to the date of such requisition and that the remainder of the Trade Contract Price (as the same may have been adjusted hereunder) will be sufficient to pay in full the costs necessary to perform and complete the Work. The Trade Contractor shall execute a payment receipt, in a form provided by Construction Manager, which is acceptable to Owner, at the time of each payment when requested by Construction Manager.

(f) Except to the extent that the Construction Manager has received funds for payment to Trade Contractor, which it has improperly not paid to Trade Contractor, Trade Contractor understands that it shall have a claim against Construction Manager for payment on account of the Trade Contract Price for the Project, or any other sums that may be due and payable hereunder, only to the extent that this Trade Contractor has fully pursued its lien rights against the Project for which a claim of non-payment is made under the lien law of the State of New York, including a foreclosure action against same (the "Lien Action"), and then only to the extent that, and for the amount that, Trade Contractor's ultimate recovery from the Owner, by virtue of the Lien Action, is less than the proper unpaid amount due this Trade Contractor. The Trade Contractor hereby expressly waives any and all claims with respect to any unpaid sums against Construction Manager under this Trade Contract, unless and until the Lien Action is fully completed. This waiver shall in no way impair Trade Contractor's rights to perfect and foreclose its lien against the Project under the lien law of the State of New York, in the event that it does not receive payment hereunder. Further, this Trade Contractor shall not permit its lower-tier trade contractors or vendors of any sub-tier to place a lien against the Project or improvements thereon.

(g) The Construction Manager, Architect or Owner may decline to approve a requisition for payment in whole or in part or decline to make a payment or may disapprove a previously approved requisition for payment because of evidence of:

- (i) defective Work not remedied;
- (ii) uninsured claims filed;
- (iii) failure of Trade Contractor to make payments to its lower-tier trade contractors or suppliers or employees properly due;

- (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Trade Contract Price;
- (v) damage to the Work or other trade contractor's work for which Trade Contractor is responsible;
- (vi) reasonable evidence that the Work will not be completed within the required completion time;
- (vii) erroneous estimates by Trade Contractor of value of Work performed;
- (viii) safety violations by the Trade Contractor or other violations of Legal Requirements;
- (ix) other failures of the Trade Contractor to perform in accordance with the Contract Documents; or
- (x) failure to meet the requirements of Lender.

Section 10.2. Fixed Price.

The Trade Contract Price shall not be increased on account of escalation or any changes in costs of any materials or labor and/or on account of existing taxes, or any taxes which may be imposed hereafter by Federal, State or City Governments during the life of this Trade Contract.

Section 10.3. Title, Liens and Claims.

Title to all Work, including, without limitation, materials and equipment, shall pass to the Owner upon incorporation of the Work, materials and equipment into the Project or upon payment therefor, whichever shall first occur. Trade Contractor warrants and agrees that all materials and equipment incorporated by it in the Project and all materials and equipment delivered by it at the Site for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, security interests, encumbrances and conditional sales agreements in favor of Trade Contractor, or any

of its lower-tier trade contractors, suppliers, or other persons or entities, of all tiers. Trade Contractor further agrees that any monies it shall receive in payment for Work performed under this Contract shall be received in trust and used to discharge its financial obligations with respect to the Work. Trade Contractor further agrees that it will not file or cause to be filed any mechanic's lien for materials or equipment furnished or to be furnished and/or for labor performed or to be performed unless default shall first have been made by the Construction Manager in making a payment under this Trade Contract and ten (10) days' prior written notice of such default shall have been given to Construction Manager. Trade Contractor further agrees that if any lower-tier trade contractor or any material man or anyone claiming by or through such lower-tier trade contractor or material man shall file or cause to be filed any lien, the Trade Contractor will, upon notice from the Construction Manager or the Owner, cause such lien to be canceled and discharged within ten days from such notice; and in the event of the Trade Contractor's failure to do so, the Construction Manager or Owner shall have the right to cause such lien to be canceled and discharged by bonding or otherwise and in that event any expense so incurred by the Construction Manager or Owner, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by the Trade Contractor or at the option of the Construction Manager shall be deducted from any payment then due or thereafter becoming due from the Construction Manager to the Trade Contractor. In the event of any breach by the Trade Contractor of any of the terms of this Section, the Construction Manager shall have the option to terminate this Trade Contract and the employment of the Trade Contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to the Construction Manager. Upon receipt of evidence of Trade Contractor's default hereunder with respect to its obligations to make payments to its lower-tier trade contractor and suppliers, the Construction Manager reserves the right to, after five (5) business days' prior written notice, retain any

money due the Trade Contractor and pay directly for labor, materials, equipment, tools, plant, facilities, services and all other obligations of the Trade Contractor and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to the Trade Contractor.

ARTICLE 11

SAFETY AND PROTECTION OF PERSONS AND PROPERTY

Section 11.1. Protection of Persons and Property.

(a) The Trade Contractor shall comply with all applicable terms and conditions of the Project Safety Program as same may be amended from time to time.

(b) The Trade Contractor shall protect its Work and materials by standard industry methods so that same will not be marred by the work or workers of other trades during installation and until final acceptance of the Work. Trade Contractor shall have full responsibility to install, protect and maintain all materials in proper condition and forthwith repair, replace and make good any damage thereto until final acceptance of the Work hereunder. The Trade Contractor shall also temporarily protect any permanently installed work that may be damaged during installation of Trade Contractor's Work hereunder. The Construction Manager and Owner will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the Work or any part or parts thereof respectively or for any of the materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

(c) Trade Contractor further agrees that it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting and maintaining all reasonable, necessary or required safety devices for its employees and

flagmen, erecting proper barricades and other safeguards around its Work and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, the Trade Contractor shall promptly and properly replace any safety devices provided by others or the Trade Contractor and which are disturbed by the Trade Contractor's operations or forces hereunder.

(d) Trade Contractor shall take all necessary steps to protect and secure its Work, materials, tools, scaffolding, equipment, buildings, trailers and work shacks from vandalism, theft and fire damage and the Owner and the Construction Manager shall not be responsible for losses or damages to such items.

(e) Trade Contractor assumes the risk of loss or damage, direct or indirect of whatever nature, to the Work or to any materials and equipment furnished, used, installed or received by Owner or Construction Manager, material men or workmen in preparation for and in performing services or furnishing materials and equipment for the Work. The Trade Contractor shall bear such risk of loss or damage until final acceptance of the Work by the Owner hereunder or until completion or removal of such materials from the site whichever event occurs last. Notwithstanding the status of any actual or potential recovery or claim under any insurance policy, in the event of any loss or damage to the Work, Trade Contractor shall immediately repair, replace or make good any such loss or damage.

(f) Trade Contractor shall be responsible for compliance with all Federal, State and local safety, traffic, highway, fire, health and environmental protection laws, rules and regulations including, but not limited to, the Construction Safety Act of 1969, The Williams-Steiger Occupational Safety and Health Act of 1970, the City of New York Noise Control Code and the Administrative Code of the City of New York, all as amended from time to time, and all standards, rules and regulations which have been or shall be promulgated by the parties or agencies which administer the aforesaid laws.

The Trade Contractor, at its sole cost and expense, shall indemnify and hold harmless the Construction Manager, Owner, all other persons and entities mentioned or referred to as Additional Insureds referenced herein, including in Exhibit C hereof, the Architect and its consultants from and against any and all costs, expenses and liabilities incurred by the aforesaid parties including, but not limited to, fines, penalties, attorneys' fees and expenses, work stoppages and corrective measures that may result from acts of commission or omission by the Trade Contractor, its lower-tier trade contractors, material men, agents, employees, and assigns in failing to comply with the aforesaid laws, rules and regulations or the other safety requirements set forth herein. The amount of such costs, expenses and liabilities shall be charged to this Trade Contractor's account.

(g) Trade Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the performance of its Work hereunder. The Trade Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Trade Contractor's employees on the Project and all other persons on or near the Project Site who may be affected by the Trade Contractor's operations; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off-site, under the care, custody or control of the Trade Contractor or any of the Trade Contractor's lower-tier trade contractors; (iii) other property at the Site or adjacent thereto; and (iv) the Work of the Construction Manager or other separate lower-tier trade contractors. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Trade Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. Trade Contractor shall promptly remedy all damage or loss to any property referred to herein caused in whole or in part by the Trade Contractor, any of its lower-tier trade contractors or anyone directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which the Trade Contractor is responsible hereunder except damage or loss attributable to the acts or omissions of the Construction Manager, the Architect, the Owner or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and not attributable to the fault or negligence of the Trade Contractor. The foregoing obligation is in addition to the Trade Contractor's indemnification obligations set forth elsewhere herein.

(h) The Trade Contractor shall designate a responsible member of the Trade Contractor's organization at the Site (the "Trade Contractor's Project Safety Representative") whose duties shall be the prevention of accidents, enforcement of all Federal, State and City safety and health related laws, rules, regulations, orders and codes, compliance with the Trade Contractor's Site Safety Program and the Project Safety Program and who shall further be responsible for monitoring the Trade Contractor's compliance with the site safety requirements of the Department of Buildings of the City of New York including, without limitation, compliance with Chapter 26, Article 1900 (recodified effective as of September 1, 1987 as Title 27, Chapter 1, Subchapter 19) of the Administrative Code of the City of New York. This person, unless Construction Manager is notified otherwise by the Trade Contractor, shall be the Trade Contractor's most senior supervisor at the Site.

(i) The Trade Contractor shall not load or permit any part of the Work or the Project to be loaded so as to endanger its safety. The Project is designed to support the loads of the finished Project only. No provision is included for stresses or loads imposed by construction operations.

(j) In an emergency affecting the safety of persons or property, the Trade Contractor shall act, at the Trade Contractor's discretion, to prevent threatened damage, injury or loss.

(k) Trade Contractor shall be responsible for seeing that its suppliers and lower-tier trade contractors of all tiers comply with the requirements of this Article 11.

(l) The Construction Manager reserves the right to assess penalties against the Trade Contractor in the event of its persistent failure to comply with the requirements of this Article 11 or the documents or matters referred to herein.

(m) The Trade Contractor shall immediately notify Construction Manager's personnel on Site, as designated, of any accident resulting in bodily injury to its employees or other persons or damage to any property regardless of cause or extent of bodily injury or damage to property. Trade Contractor shall upon initial notification of any accidents, additionally and promptly furnish to Construction Manager a copy of the "Supervisor's Accident Report" and a copy of the "Employees First Report of Injury" or its equivalent.

ARTICLE 12

INDEMNITY AND INSURANCE REQUIREMENTS

Section 12.1. Insurance Requirements.

(a) Trade Contractor agrees to carry insurance, which shall be primary to all other insurance, for its own account and all Additional Insureds as listed in Exhibit C hereto, as set forth on Exhibit C, of sufficient amount to cover any loss or damage that may arise on account of injuries or death happening to its employees, or to any other person, or to any property caused by or in connection with the operations of the Trade Contractor under this Trade Contract, but in any event with the minimum limits of liability set forth in Section 12.1(f) hereinafter. All deductibles or self-insured retention on any policies of insurance required to be supplied by the Trade Contractor, including but not limited to commercial general liability, automobile, and excess, shall be the sole responsibility of the Trade Contractor, and

shall not exceed \$10,000 without Construction Manager's prior written approval.

(b) Trade Contractor shall not commence Work under this Trade Contract until it has obtained all of the insurance referred to herein and such insurance has been approved by the Owner and Construction Manager, nor shall the Trade Contractor allow any lower-tier trade contractor to commence Work until the insurance required of the Trade Contractor herein has been so obtained and approved.

(c) Trade Contractor further agrees to deliver to the Construction Manager (Attention **A. Rinaldi**) before commencing any Work hereunder a Certificate of Insurance, in a form satisfactory to the Construction Manager, showing the name of the insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, the additional insureds required herein, and the limits of liability thereunder, and which endorsement shall recite that thirty (30) days prior written notice will be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight courier service to the Construction Manager (Attention: **A. Rinaldi**) and Owner should such policies be canceled or changed during their term.

(d) Upon commencement of Work, the Trade Contractor shall furnish to **The Rinaldi Group**, (Attention: A. Rinaldi) within thirty (30) days of the execution of this Trade Contract, an executed endorsement to the commercial general liability insurance policy (the "Endorsement") (form attached hereto), evidencing that the Owner, Construction Manager and the parties listed on Exhibit C are additional insureds.

(e) All insurance required to be maintained must be procured from insurance companies authorized to do business in the State where the Project is located and approved by Construction Manager and Owner. All policies required hereunder must contain a waiver of subrogation in favor of the Construction Manager, the Owner, and parties

required to be Additional insured's by this Trade Contract, including those listed in Exhibit C.

If Trade Contractor fails to procure, maintain, and/or participate in the insurance requirements set forth in this Article until completion of the Work, Construction Manager or Owner shall have the right but not the obligation to procure and maintain insurance for and in the name of the Trade Contractor and the Trade Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at Construction Manager's option. Construction Manager may offset the cost incurred by Construction Manager against amounts otherwise payable to Trade Contractor hereunder.

(f) The kinds of insurance and limits of liability required of the Trade Contractor shall be:

	<u>Kind</u>	<u>Limits</u>
1.	New York Worker's Compensation Disability Benefits Insurance	Statutory
2.	Employer's Liability	Statutory

<u>Kind</u>	<u>Limits</u>	
3. Commercial General Liability Insurance ("CGL") on an occurrence basis with Contractual Liability, Independent Contractors, Products, Products Liability, Personal Injury, Broad Form Property and Completed Operations Endorsements and XCU Endorsement where applicable by the nature of the work	\$5,000,000/ 5,000,000 Bodily Injury Liability/ Property Damage Liability or \$5,000,000 Combined Single Limit except for Trade Contractors in the electrical, structural steel, concrete foundation, concrete, and external work trades, in which event the limits shall be \$10,000,000 To apply per project	<p>Contractor shall furnish to Construction Manager, within thirty (30) days of the commencement of each renewal period, a copy of the Endorsement evidencing such renewal and that the Owner, the Construction Manager and the parties listed on Exhibit C are additional insureds.</p> <p>(h) Compliance with the foregoing requirements with respect to insurance shall not relieve the Trade Contractor from any liability under the indemnity provisions of this Trade Contract.</p> <p>(i) At any time that this Trade Contract is in effect, if the identity of the general liability insurance carrier changes, the Trade Contractor is to provide written notification to The Rinaldi Group within thirty (30) days of the change, and provide a copy of the Endorsement in accordance with (a) above.</p> <p>(j) If the Construction Manager and Owner consent to any lower-tier trade contract, each lower-tier trade contractor shall be required to:</p> <ul style="list-style-type: none"> (i) comply with the requirements of this Article 12; (ii) maintain the same forms of liability insurance referred to above; and (iii) include in its lower-tier contract the indemnification provisions as set forth in Section 12.2 of this Article indemnifying the indemnities under this Trade Contract. <p>(k) The Trade Contractor is responsible for insuring material and equipment that is to be or may be a permanent part of the completed Project until such time as such materials or equipment are incorporated into the Project. The Trade Contractor is solely responsible for the Trade Contractor's temporary structures, or its materials, supplies, tools or equipment, or any other property not destined to become a permanent part of the completed Project, whether owned or rented, or Trade Contractor's materials and equipment while</p>
4. Automobile Liability Insurance on an occurrence basis including all owned, non-owned and hired automobiles	\$1,000,000 Combined Single Limit each occurrence, Bodily Injury Liability and Property Damage Liability To apply per project	(g) If the commercial general liability insurance policy is renewed at any time that this Trade Contract is in effect, the Trade

stored at off-Project Site storage location or while in transit to the Project Site, and shall make Construction Manager and Owner additional insureds and loss payee in connection with any material stored at the off-site location by the Trade Contractor, especially if such material has been pre-paid.

(I) If any of the Contract Documents require the Trade Contractor to procure or provide the services of a licensed design professional (for shop drawings or for any other reason), Trade Contractor shall ensure that its design professional carries industry standard professional liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Trade Contractor shall submit a Certificate of such insurance, in a form acceptable to the Construction Manager and the Owner, together with any applicable shop drawing or other submission required of the Trade Contractor; lack of such a Certificate shall alone be sufficient cause for the rejection of any such submission.

Section 12.2. Indemnity Requirements.

The Trade Contractor shall, to the fullest extent permitted by law and at its own cost and expense, indemnify and defend the Construction Manager, the Architect, the Owner, all other persons and entities mentioned or referred to as Additional Insureds in Exhibit C hereof, their directors, officers, partners, agents and employees (the "Indemnitees"), and save them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions and all expenses (including attorneys fees' and disbursements) arising out of any act, error or omission or breach of the Trade Contract or infringement of any patent right by the Trade Contractor or any of its lower-tier trade contractors or suppliers of any tier in connection with the performance of the Work hereunder or otherwise arising out of, in connection with or as a consequence of the performance of the Work hereunder; provided that nothing herein shall require the Trade Contractor to indemnify or hold harmless an Indemnitee hereunder to the extent such claim is caused by the negligence of such Indemnitees.

The foregoing indemnity shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist in favor of any Indemnitees hereunder. The foregoing indemnity shall include bodily, without limitation, injury and death of any employee of the Trade Contractor and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any applicable workers compensation, disability benefits or other similar employee benefits acts. Trade Contractor further agrees that so much of the monies due under or to become due under this Trade Contract as may be considered necessary by the Construction Manager may be retained by the Construction Manager until all such suits, claims, actions or proceedings for damages as aforesaid shall have been settled or determined, unless Trade Contractor presents evidence satisfactory to the Construction Manager that Trade Contractor has provided a defense and indemnity for and on behalf of Construction Manager and all other additional insureds as listed on Trade Contractor's policy for its work at the Project, and shall also have provided proof of adequate insurance for same covering the Construction Manager and the other Indemnitees as additional insureds.

ARTICLE 13

SHOP DRAWINGS AND SAMPLES

Section 13.1. General Requirements.

(a) The Trade Contractor shall review, approve and submit to the Construction Manager PROMPTLY IN ACCORDANCE WITH AGREED SCHEDULES FOR SUBMISSIONS AND IN SUCH SEQUENCE AS TO CAUSE NO DELAY IN THE WORK of the Trade Contractor, the Construction Manager or of any separate trade contractor, all Shop Drawings, Coordination Drawings, Product Data and Samples required by the Contract Documents at its sole cost and expense. No extensions of time will be granted to Trade Contractor because of Trade Contractor's failure to have Shop Drawings, Product Data and Samples submitted in ample time to allow for processing.

(b) By approving and submitting Shop Drawings, Coordination Drawings, Product Data and Samples, the Trade Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and with the requirements of other sections or trades related thereto as may be required for the proper and complete installation of the Work.

(c) The Construction Manager will forward Shop Drawings, Coordination Drawings, Product Data and Samples to the Architect. If the Construction Manager finds such submittals not to be complete or in proper form, it may return them to the Trade Contractor for immediate correction or completion and Trade Contractor hereby agrees to immediately correct or complete same, as the case may be, and resubmit same to the Construction Manager. Any delays resulting from such incomplete or incorrect submissions shall be the responsibility of the Trade Contractor and such submissions shall only be deemed submitted for purposes of satisfying Trade Contractor's obligations hereunder with respect thereto when they are submitted in correct, complete and proper form.

(d) The Trade Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's forwarding Shop Drawings, Coordination Drawings, Product Data or Samples to the Architect, or by the Architect's approval thereof unless the Trade Contractor has given written notice of such deviation to the Architect and Construction Manager at the time of submission and the Architect has given written approval to the specific deviation. The Trade Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Coordination Drawings, Product Data or Samples by the Construction Manager's forwarding of same materials to the Architect or the Architect's approval thereof.

(e) The Trade Contractor shall direct specific attention, in a manner satisfactory to the Architect, on all resubmitted Shop Drawings, Coordination Drawings, Product Data or Samples, to any and all revisions and shall highlight, in particular, in a manner satisfactory to the Architect, any revision other than those requested by the Architect or Construction Manager.

(f) No portion of the Work requiring submission of a Shop Drawing, Coordination Drawings, Product Data or Sample shall be commenced until the submittal has been approved in writing by the Architect. All such portions of the Work shall be performed strictly in accordance with approved submittals.

(g) The Trade Contractor shall prepare composite Shop Drawings (a/k/a Coordination Drawings), and installation layouts, when required, to depict proposed solutions for tight field conditions. These composite Shop Drawings and field installation layouts shall be coordinated in the field by the Trade Contractor and its lower-tier trade contractors for proper relationship to the work of all other trades, based on field conditions.

(h) The Architect will review Shop Drawings, Coordination Drawings, Product Data and Samples with reasonable promptness and will return them to the Construction Manager with the Architect's stamp applied thereto. If Architect notates such Shop Drawings, Product Data and Samples and if Trade Contractor asserts that such notations by the Architect shall increase the Trade Contract Price or time of completion, Trade Contractor shall provide written notice of such to the Architect and Construction Manager before proceeding with the Work.

(i) The Trade Contractor shall furnish detailed Shop Drawings and Coordination Drawings or other design drawings for the Work to the Construction Manager for the approval by the Architect prior to their use in the Work and shall process and return ("turn around") coordination drawings within 48 hours after receipt. Approval of any design drawing or

manufacturer's drawing by the Architect shall not relieve Trade Contractor of any responsibility for (i) execution of the Work in strict accordance with the requirements of the Contract Documents or (ii) the manner in which the Work performs when completed.

(j) The Architect shall furnish to the Trade Contractor from time to time such further drawings or explanations as may be necessary to detail and illustrate the Work, and the Trade Contractor shall conform to the same as part of this Trade Contract without additional cost. All Shop Drawings, Submittals, Samples and Product Data are and will remain the property of the Owner. Trade Contractor shall exercise the utmost diligence to obtain in a timely manner all drawings and other information necessary to fulfill the Work, and if at any time drawings and/or information have not been furnished which are necessary for the completion of the Work, the Trade Contractor shall, from time to time and at frequent intervals, inform the Construction Manager in writing as to what drawings or information may still be required to complete the Work within the time hereinafter specified and the sequence in which such drawings or other information shall be required.

Section 13.2. Shop Drawing Requirements.

(a) General Requirements: Shop Drawings shall show design, materials (kind, thickness and finish), dimensions, assembly, attachments, connections, and other details necessary to insure that they accurately interpret Contract Drawings and Specifications and also show adjoining work in such detail as required to provide proper connection with same. Shop Drawings shall be numbered consecutively and insofar as possible shall be uniform in size.

(b) Identification: All Shop Drawings shall be identified with the name of the Project, building or buildings for which the Shop Drawings are being submitted. The Architect's name and Project Number, Owner's name, Construction Manager's name, date of submittal, drawing number, revision number and date of each revision, if any, as well as the Specification Section under which the work is to be performed

and the Drawing and detail numbers that relate to the Shop Drawings shall be identified on all Shop Drawings.

(c) Transmittals: All Shop Drawings, cuts and brochures shall be accompanied by a letter of transmittal from the Trade Contractor setting forth the same identification as required above. Trade Contractor shall number transmittals consecutively and shall indicate the Submittal Procedure number being followed. Transmittal shall also indicate if Shop Drawing is resubmitted and note Architect's file number for original submittal.

(d) Submittal Procedures: The Trade Contractor shall submit Shop Drawings in accordance with Submittal Procedures and as set forth in the Specifications, with the number of copies and in the form as required by the Construction Manager.

(e) Architect's Distribution & Stamp: Following the Architect's review of each Shop Drawing submission, the Architect and/or his Consultants will retain one black and white print each, and return the reviewed reproducible print and one black and white print to the Construction Manager with the Architect's stamp and signature affixed thereto, annotated as follows:

(1) "APPROVED" means approved for construction, fabrication and/or manufacture subject to the provision that the Work shall be in accordance with the requirements of the Contract Documents. Final acceptance of the Work shall be contingent upon such compliance.

(2) "APPROVED AS NOTED" means, unless otherwise noted on the drawings, approved for construction, fabrication and/or manufacture subject to the provision that the Work shall be carried out in compliance with all annotations and/or corrections indicated on the reproducible print and in accordance with the requirements of the Contract Documents. Final acceptance of the Work shall be contingent upon such compliance. If also marked

"RESUBMIT", the Trade Contractor may proceed with construction, fabrication and/or manufacture under the same conditions as stated above, however, the Trade Contractor must submit the shop drawing with required revisions and corrections to certify that all notes and annotations are being complied with as specified.

(3) **"DISAPPROVED"**

means that major deviations from the requirements of the Contract Documents exist in the submittal. No work based on such drawings shall be constructed, fabricated or manufactured. Trade Contractor shall revise the drawing in compliance with Architect's annotations and pursuant to all requirements of the Contract Documents and shall resubmit the drawings to Architect for approval (with a copy to Construction Manager).

(f) **Trade Contractor's Distribution:**

The Trade Contractor shall obtain and provide such number of prints as determined by the Trade Contractor for his field distribution. Trade Contractor shall have copies of all Shop Drawings at the Project Site at all times and shall make them available to the Architect's representatives. Shop Drawings marked "DISAPPROVED" shall not be kept at the Project Site.

(g) **Cost of Submittal and**

Distribution: All charges in connection with the delivery of Shop Drawings to the Construction Manager's office or where directed by the Construction Manager shall be paid by the Trade Contractor.

Section 13.3. Sample Requirements.

(a) **General Requirements:** Where possible, all samples required for a particular Specification Section shall be submitted together. Trade Contractor shall furnish, for the approval of the Architect, all such samples as he may require from time to time and all workmanship, materials, and equipment furnished hereunder shall be in strict accordance with said approved samples. Samples shall be submitted from the same source which will

supply the actual job. Samples shall be of adequate size to show quality, type, color, range, finish, texture and other specified characteristics. Samples of materials or products which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions.

(b) **Identification:** All samples shall be labeled, tagged or otherwise clearly identified. Labels or tags shall set forth the name of the Project, building or buildings for which the Sample is being submitted, Architect, Construction Manager, Trade Contractor and/or supplier, the name of the manufacturers, fabricator, or processor, the trade designation, grade and quality of the material or product, the date of submittal, and specific identification of each sample and a precise reference to the Specification Section, Article and Paragraph wherein the material, product, or element of the Work is specified. Each label or tag shall have sufficient clear space to permit the application of the review stamps of the Construction Manager and the Architect.

(c) **Transmittals:** All Samples shall be accompanied by a letter of transmittal from the Trade Contractor setting forth the same identification information as required above. Trade Contractor shall number transmittals consecutively in sequence with the Shop Drawing transmittals. Where appropriate, test data and/or manufacturers' certificates shall be referenced in and forwarded with the letter of transmittal. Samples without accompanying certificates or test data will be returned without action.

(d) **Submittal Procedure:** The Trade Contractor shall submit the number of samples as directed by the Construction Manager.

(e) **Architect's Distribution & Stamp:** Following the Architect's review of each Sample submission, the Architect will return two of each set of samples to the Construction Manager with the Architect's stamp and signature affixed

thereto and annotated in a manner similar to Shop Drawings.

(f) Trade Contractor's Distribution:
When Samples are returned, the Trade Contractor shall retain such Samples in a suitable place at the Project Site for use by the Trade Contractor, its lower-tier trade contractors, the Architect and his authorized representatives to insure that all Work is being installed in accordance with approved Samples. The remaining approved Samples will be retained by the Architect. Samples marked "DISAPPROVED" shall not be kept at the Site.

(g) Cost of Submittal and Distribution: All charges in connection with the delivery of Samples to the Construction Manager's office or where directed by the Construction Manager shall be paid by the Trade Contractor.

ARTICLE 14

SUBCONTRACTING AND ASSIGNMENTS

Section 14.1. Assignment or Subletting.

(a) The Trade Contractor shall not sublet, assign or transfer this Trade Contract or any part thereof or any interest therein or trade contract any part of the Work called for by this Contract or permit the further sub-subcontracting of any part thereof without prior written approval of the Construction Manager. The Trade Contractor shall not subcontract any portion of the Work to any proposed lower-tier trade contractor to whom Owner or Construction Manager have objection. Every such lower-tier trade contract shall require the lower-tier trade contractor to be bound by and to comply with all the Contract Documents and Trade Contractor shall cause its lower-tier trade contractors to comply with all the Contract Documents. Notwithstanding the fact that the Construction Manager and the Owner may approve a lower-tier trade contractor hereunder, such approval shall in no way be construed as creating any contractual relationship between the Construction Manager or the Owner and such lower-tier trade contractor nor relieve the Trade

Contractor of its obligations for the performance of the work covered by such subcontract. Any assignment by the Trade Contractor, including but not limited to the assignment of its right to receive payment under this contract, without the express written consent of the Construction Manager shall be deemed null and void.

(b) The Trade Contractor shall be responsible for the acts, omissions, work, materials and equipment of the Trade Contractor's employees, lower-tier trade contractors and suppliers and their agents and employees and any other persons directly or indirectly employed by any of them.

(c) Neither the Owner nor the Construction Manager shall have any obligation to pay or to see that payment of any monies is made to any lower-tier trade contractor except as may otherwise be required by applicable law. The foregoing shall not, however, prevent the Owner or the Construction Manager from making payment to a lower-tier trade contractor of the Trade Contractor pursuant to the provisions hereof.

(d) The Trade Contractor hereby agrees to include the following provision in every agreement and/or purchase order relating to the purchase by the Trade Contractor of materials, merchandise, goods or products to be installed and made a part of the improvement of premises hereunder:

(i) The supplier expressly agrees that the Construction Manager and the Owner shall be third-party beneficiaries of all of the obligations of the supplier hereunder, including without limitation, the beneficiary of all warranties, expressed or implied, which the supplier makes hereunder relating to materials, equipment, goods, merchandise or products ("Materials") to be sold hereunder by the supplier. Nothing herein shall be construed to make this an agreement between the Construction Manager and Owner or the supplier except to the extent provided in the immediately preceding sentence and the supplier acknowledges that it has no Contractual

rights, expressed or implied, that it can assert against the Construction Manager or the Owner.

(ii) Without limiting in any manner any obligations of the supplier with respect to the quality of the Materials, the supplier expressly warrants and agrees that the Materials to be furnished hereunder shall be merchantable and shall be fit for the purpose for which such Materials are purchased.

(e) The Trade Contractor agrees to include in each subcontract for any work hereunder a requirement that such lower-tier trade contractor include in every agreement and/or purchase order relating to the purchase of materials, equipment, merchandise, goods or products to be installed hereunder language similar to that set forth in paragraphs d(i) and d(ii) above.

ARTICLE 15

DEFAULT AND TERMINATION

Section 15.1. Construction Manager's Right to Stop the Work and Perform the Work in the Event Of Default.

(a) In the event of Trade Contractor's default hereunder by its performance of defective work and/or its failure to perform any task required hereunder, the Construction Manager may, without prejudice to any other remedy the Construction Manager may have, upon forty-eight (48) hours prior written notice to the Trade Contractor, but shall not be obligated to, perform or cause to be performed such task and charge the Trade Contractor all cost and expenses incurred by the Construction Manager or Owner or Architect in connection therewith. In such case, an appropriate change order shall be issued deducting from the payment then or thereafter due to the Trade Contractor all cost and expense incurred by the Construction Manager or Owner or Architect in correcting such deficiencies and/or performing such task, including compensation for the Architect and its consultants and the Owner's other consultants for additional services made necessary by such

default, neglect or failure. If the payments then or thereafter due to the Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the Construction Manager.

(b) If the Trade Contractor fails to correct defective Work as required elsewhere hereunder or persistently fails to carry out the Work in accordance with the Contract Documents, the Construction Manager, by a written order signed by the Construction Manager or its agent, may order the Trade Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Construction Manager to stop the Work shall not give rise to any duty on the part of the Construction Manager or its agents to exercise this right for the benefit of the Trade Contractor or any other person or entity.

Section 15.2. Failure to Perform.

(a) Should the Trade Contractor be adjudged bankrupt, or make a general assignment for the benefit of creditors, or should a petition under the Bankruptcy Act or under any other act relating to insolvency be filed by or against the Trade Contractor, or should a receiver be appointed on account of its insolvency, or should Trade Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence or fail in the performance of any of the obligations on its part herein contained, the Construction Manager may, if the Trade Contractor fails to cure such default within three (3) days after receipt of written notice from the Construction Manager, in addition to any other rights provided hereunder or otherwise by law, stop the Work and/or discontinue the employment of the Trade Contractor hereunder and cause the Work to be performed and completed and deduct the cost thereof from any money due or thereafter to become due to the Trade Contractor for the said Work, and enter upon the premises and take possession of all materials, tools and equipment of every kind

whatsoever thereon, and employ any other person or persons to finish the Work, and to provide the materials therefor; and in case of discontinuance of the employment of the Trade Contractor, it shall not be entitled to receive any further payment under this Contract and, if the expenses incurred by the Construction Manager in finishing the Work shall exceed the unpaid balance of the amount to be paid under this Trade Contract, the Trade Contractor shall pay the difference to the Construction Manager. Upon the discontinuance of the Trade Contractor's employment hereunder, Construction Manager may engage Trade Contractor's lower-tier trade contractors and suppliers to complete the Work.

(b) Trade Contractor shall be responsible for all direct and consequential damages arising from Trade Contractor's breach of this Trade Contract, including costs associated with any defects in Trade Contractor's Work.

Section 15.3. Termination Without Cause.

The Construction Manager may terminate this Trade Contract at any time, even though the Trade Contractor is not in default hereunder upon five (5) days prior written notice from the Construction Manager. In such event, the Construction Manager shall pay to or for the account of the Trade Contractor on account of the Work performed prior to the effective date of such termination (1) all actual costs approved by the Construction Manager as having been paid or incurred by the Trade Contractor in connection with performance of the Work; (2) all costs incurred with the Construction Manager's prior written approval in settling or discharging commitments entered into in good faith by the Trade Contractor in connection with performance of the Work; and (3) a reasonable amount to cover general overhead expenses of the Trade Contractor incurred in connection with the performance of the Work and which are not covered by payments under Items (1) and (2) above not to exceed 10%; and (4) an amount equal to 5% of the total of Items (1), (2) and (3) above in lieu of all profits which the Trade Contractor would or might have realized if this

Contract had been completely performed; provided that the workmanship, materials and equipment for which payment is to be made as aforesaid are in accordance with the requirements of this Contract. Under no circumstances shall Trade Contractor be entitled to receive any profit or overhead on the Work not performed, or any termination fee as a result of such termination. There shall be deducted from the amount determined above all payments previously made and all amounts which the Construction Manager is entitled to charge the Trade Contractor under this Trade Contract. In no event shall the amount to be paid to, or for the account of, the Trade Contractor pursuant to this Section plus all amounts previously paid the Trade Contractor under this Trade Contract exceed the Trade Contract Price or percentage earned, as adjusted.

ARTICLE 16

WARRANTIES AND GUARANTEE

Section 16.1. Warranties.

The Trade Contractor warrants to the Construction Manager that all materials and equipment furnished under this Trade Contract will be new unless otherwise specified and that all Work will be of first-class quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to those requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Construction Manager, Architect or the Owner, the Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment supplied hereunder. This warranty is not limited by the provisions of Section 16.2.

Section 16.2. Guarantee.

(a) If, within one year after the date of Final Completion of the entire Project or within such longer period of time as may be prescribed by the terms of any applicable warranty required by the Contract Documents, whichever shall be the longer, any of the Work is found to be

defective or not in accordance with the Contract Documents, the Trade Contractor shall correct it promptly after receipt of a written notice from the Construction Manager or the Owner to do so (unless the Owner has previously given the Trade Contractor a written acceptance of such particular defective or improper workmanship or material), and the Trade Contractor will further repair any Work or damages as a result of said defective or improper workmanship or material, or damage in connection with the repair of same. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Trade Contract.

(b) The warranties and guarantees provided under the Contract Documents shall be for the benefit of and enforceable by the Construction Manager and the Owner of the Project and its successors and assigns.

(c) The Trade Contractor shall obtain and deliver to Construction Manager and the Owner any specific warranties given by its lower-tier trade contractors or suppliers which shall expressly provide that they are for the benefit of and enforceable by the Owner, Construction Manager as well as Trade Contractor. The Trade Contractor also agrees to furnish Construction Manager and the Owner with all operating manuals for all equipment.

(d) If the Owner or Construction Manager shall perform or arrange for the performance of corrective work required to be performed by Trade Contractor but which Trade Contractor has failed or refused to perform, upon due notice, the Trade Contractor's warranties and guarantee hereunder shall not be affected in any manner, and Trade Contractor hereby expressly waives all claims that its warranties or guarantee were impaired due to the corrective work performed by, or at the direction of, the Owner or Construction Manager.

(e) The warranties and guarantee provided for in the Contract Documents are in addition to and not a limitation of any rights the Construction Manager or Owner may have under the terms of the Contract Documents,

including without limitation breach of Contract or as otherwise provided by law.

ARTICLE 17

CONSTRUCTION MANAGER'S RIGHT TO PERFORM WORK AND AWARD SEPARATE CONTRACTS

Section 17.1. Construction Manager's Right to Perform Work and Award Separate Contracts.

The Construction Manager reserves the right to perform Work related to the Project with the Construction Manager's own forces and to award separate Trade Contracts in connection with other portions of the Project or other work on the Site under these or similar conditions whether or not similar to the type of work called for under this Trade Contract.

ARTICLE 18

ADDITIONAL PROVISIONS

Section 18.1. Notices.

All notices hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, or sent by a nationally recognized overnight courier service, at the addresses set forth on the first page of this Trade Contract.

Section 18.2. Signs and Confidentiality and Media Communications.

The Trade Contractor further agrees not to display on or about the premises any sign, trademark or other advertisement, and to remove everything of an advertising nature when so directed by the Construction Manager or Owner. Trade Contractor shall treat all information relating to the Project and all information supplied to it by Construction Manager, Owner, Architect or any other person or entity as confidential and proprietary information and shall not permit its release to other parties or make any public announcement or publicity releases without written permission from Construction Manager. Trade Contractor

shall also require all lower-tier trade contractors and vendors to comply with this requirement.

Section 18.3. Binding Effect.

This Trade Contract shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

Section 18.4. Legal Forum.

Any dispute or claim arising out of this Trade Contract, or from a breach of this Trade Contract, and which is not resolved by the terms and provisions of this Trade Contract or the Prime Contract, shall be submitted to the Supreme Court of the State of New York, County of New York. Trade Contractor (i) irrevocably submits to the non-exclusive jurisdiction of the courts of the County of New York in the State of New York, and appellate courts from any thereof; and (ii) irrevocably waives any objection that it may have at any time to the laying of venue of any suit, action, or proceeding arising out of or relating to this Trade Contract brought in any such court, and irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. This Trade Contract is entered into pursuant to the laws of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York.

The Trade Contractor agrees to participate in, join in, and be bound by any proceeding, be it Judicial, Administrative, Arbitration or other (including in accordance with the Prime Contract) that directly or indirectly relates to this Trade Contract or the Project and for which the Construction Manager demands, by written notice, that Trade Contractor participate. Any claim or action by the Trade Contractor must be commenced within two years of the date the cause of action accrued, but in no event later than one year after Substantial Completion of the entire Project. If any claim or dispute arises relating to this Trade Contract, the Trade Contractor shall immediately

make all of its books and records available to the Construction Manager for review and audit for a period of not less than six years after final payment, or for such longer period as may be required by law.

Section 18.5. Severability.

If any provision of the Contract Documents is invalid or unenforceable as against any person or party, the remainder of the Contract Documents and the applicability of such provision to other persons or parties shall not be affected thereby. Each provision of the Contract Documents shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

Section 18.6. Rights and Remedies.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available under applicable law.

Section 18.7. No Waiver.

No action or failure to act by the Construction Manager, the Architect or the Owner shall constitute a waiver of any right or duty afforded any of them under the Trade Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing.

Section 18.8. Survival.

The obligations of the Trade Contractor hereunder, including without limitation obligations concerning indemnity, warranties, discharge of liens and defense of Construction Manager and Owner in connection therewith, shall survive the expiration or earlier termination of this agreement.

Section 18.9. Cooperation with Lender.

Trade Contractor shall cooperate, and shall cause its lower-tier trade contractors to cooperate, with any financial institution that provides construction or permanent financing for the Project as well as any consultant employed by any such Lender (herein collectively called the "Lender"). Without limiting the generality of the foregoing, Trade Contractor shall supply or cause to be supplied all information and documentation requested by Construction Manager or Owner to comply with the requirements of Lender in the form, if any, required by Lender. Upon Construction Manager's or Owner's request, Trade Contractor shall execute and deliver an amendment to this Contract to reflect Trade Contractor's obligations with respect to the construction or permanent financing after such financing has been arranged, including Trade Contractor's agreement to perform its obligations hereunder for benefit of Lender if Owner defaults under the construction loan.

Section 18.10. Entire Agreement.

This Trade Contract contains the entire understanding between the parties and supersedes any agreements, statements,

commitments, or proposals heretofore had between the parties and may not be changed orally.

Section 18.11. Captions.

Captions and titles of the different Articles and Sections are solely for the purpose of aiding in the location of provisions of this Trade Contract and are not to be considered under any circumstances as parts, provisions or interpretations of this Agreement.

Section 18.12. Assignment.

This Trade Contract, at the option of Construction Manager or the Owner, may be assigned to the Owner or such entity or entities as Owner may direct without the consent of the Trade Contractor and, in such event, the assignee shall assume only the Construction Manager's liabilities hereunder arising from and after the date of such assignment; provided, however, that nothing contained herein or in any such assignment shall be deemed to release Trade Contractor from liability to Construction Manager, Owner or such other entity or entities with respect to claims arising prior to the date of any termination of this agreement or prior to the date of any such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

In the presence of:

The Rinaldi Group, LLC:

Witness: _____

Date: _____

By: _____
Anthony T. Rinaldi, President and C.E.O.

In the presence of:

County-Wide Construction Corp.:

Witness: _____

Date: _____

By: _____
Print Name: _____
Title: _____



Trade Contract

Exhibit B

Scope of Work

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

1. This Scope of Work is intended to define, but not necessarily limit, the work to be performed under this Trade Contract. The Work shall include, but is not limited to, all necessary design, labor, materials, accessories, equipment, hardware, fasteners, tools, layout, engineering, supervision, hoisting, hydraulic lifts, scaffolding, shop drawings, packaging, trucking, freight, delivery, bonds, off-site insurance, taxes not included in Owner's Capital Improvement Exemption, permits, and all other services, required for the full and complete performance of this trade and all related Work for this Project in strict accordance with the Contract Documents including this Scope of Work and the Drawings and Specifications as listed in Exhibit "A" attached hereto. This exhibit generally defines, but does not limit the Scope of Work.

2. The Contract Documents, including the Specifications and the Drawings referenced in Exhibit A, are scope documents which do not necessarily indicate or describe all the work required for the complete and full performance of this trade work. Trade Contractor must review all design and engineering work necessary to produce a final working and completely operational design (including details), taking into consideration the design intent, economy, fabrication and installation schedules.
This Trade Contractor will be fully responsible for all engineering, coordination, and layout of their work. All layout associated with this trade is by this Trade Contractor. This Trade Contractor acknowledges that he is familiar with and understands the Architect's building coordinate system for non-orthogonal and radial walls and is fully capable of laying out their own Work based on issued site survey drawings.

3. Trade Contractor shall perform Work when and as directed by Construction Manager. Construction Manager may require Trade Contractor to perform all Work on any floor or area at different times and/or intervals, including but not limited to Work in areas out of sequence. Trade Contractor shall temporarily omit any section or portion of the Work that may be required by the Construction Manager and later fill in such sections or portions, when directed. In addition, Trade Contractor may be required to leave out portions of his Work for temporary services and return at a later scheduled time to complete the Work. Out-of-sequence and comeback Work will be at no additional cost to the Construction Manager.

4. Trade Contractor will cooperate fully with any testing and inspection agency retained by the Owner or Construction Manager, including performing any remedial work recommended by the inspector.

5. Trade Contractor has examined the Drawings and Specifications listed in Exhibit "A" and shall identify all options and cost savings available to the Owner and Construction Manager consistent with providing the highest quality systems. Modifications made to conform to Code and good practice shall be included at no additional cost. All other



EXHIBIT B

PROJECT NAME: Indigo Hotel

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PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

drawings for the project are available for review and reference at the Construction Manager's office. It is expected that the Trade Contractor will review these drawings for examination of the work of this Trade Contractor's work which may also be shown on other drawings not included under Exhibit "A".

6. Trade Contractor shall coordinate the Work with all other trades and attend job meetings scheduled by the Construction Manager. Trade Contractor shall ensure that built-in items (including but not limited to embeds, sleeves, inserts, anchors, etc.) are furnished in sufficient time to install them in their Work in accordance with their Project Schedule. Added costs resulting from a failure to comply with this shall be borne by the responsible Trade Contractors. All work shall be performed in a manner that does not impede or delay another trade contractor in the performance of its work.
7. Shop drawings shall be produced in a sequence consistent with the Project Schedule and the job progress. Shop drawing distribution procedure shall be approved by the Construction Manager prior to the start of the Work. At a minimum, Trade Contractor shall submit seven (7) prints of each drawing or submittal to Construction Manager. This Trade Contractor shall submit a Submittal/Shop Drawing Schedule for the Specific Scope of Work no later than ten (10) working days from Notice of Contract Award. Shop drawing distribution procedure shall be approved by Construction Manager prior to the start of the Work. Electronic shop drawings shall be required for this Project, as identified further in this document. Hard copies will be required at the discretion of the Construction Manager. Trade Contractor shall submit samples of all materials for approval, as required by Construction Manager and/or Architect.
8. All work furnished or installed by or through this Trade Contractor shall be fabricated and installed using only experienced labor. This Trade Contractor shall advise the Construction Manager immediately of any labor disputes experienced or anticipated, and shall take all reasonable, necessary, and legal steps to avoid such disputes. Should questions of jurisdiction arise, The Trade Contractor shall immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction, at no additional cost to the Owner or Construction Manager. Should the Trade Contractor fail to take effective expeditious action, he will be responsible for time lost and monetary damages because of delays arising from such disputes.
9. All design and engineering work for this Trade Contract shall be performed by duly licensed and qualified professionals and is subject to approval by the Architect and its Consultants. Trade Contractor's design, showing all calculations, assumptions and other applicable criteria shall be submitted to the Architect/Engineer for approval. The Architect/Engineer shall approve Trade Contractor's design consistent with the Architect/Engineers design intent. Trade Contractor shall make changes in



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

design or details as required by the Architect/Engineer. Trade Contractor shall remain solely responsible for the adequacy of the Work, including design, engineering and the production of plans, drawings and specifications and for the compliance with all applicable codes, restrictions, laws, rules and regulations.

10. Trade Contractor is required to submit as-built drawings for all of the Work. The requirement is for one (1) CD and six (6) prints. The as-builts must be reviewed and approved by the Architect/Engineer. Trade Contractor is required to submit Warranties, Operations and Maintenance Manuals, and/or other Instructional Materials per the terms and in the quantities specified by the Trade Contract Documents.
11. The building permit will be provided by others. All other permits, fees, street closings, and licenses required for the Work are to be provided by the Trade Contractor.
12. Trade Contractor shall comply with applicable federal, state and local regulations, including those of the Occupational Safety and Health Administration (OSHA) of the Department of Labor, the New York City Department of Building and The Rinaldi Group Site Environment Health and Safety Plan.
13. Trade Contractor shall cooperate with other contractors and the Construction Manager in connection with the compliance with regulations of OSHA, including as may be relevant, appealing decisions, performing corrective work on its portion of the work within abatement periods, appealing from or requesting extensions on abatement periods when work has been done by other contractors and furnishing such supporting information or material as may be necessary to fully protect the rights of the Owner and the Construction Manager and other trade contractors on pending or prospective violation orders.
14. Rigid compliance with all equal employment opportunity and affirmative action requirements of federal, state and local authorities will be required.
15. Trade Contractor will maintain the Construction Schedule as established by the Construction Manager, and will properly staff the Project to keep up with job progress. Trade Contractor will submit a construction schedule on disk using Microsoft Project software (and two copies) for this trade Work 10 days after award of the Trade Contract, and this schedule shall be further established and coordinated in detail with the Construction Manager. Trade Contractor will update the schedule, on a monthly basis to indicate job progress and will furnish the



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

Construction Manager updated copies. Trade Contractor shall furnish a Trade Payment Schedule of Values immediately upon Trade Contract award for the Construction Manager review and approval. Trade Contractor understands and agrees that the time is of the essence, and in the event overtime or other costs are required to keep abreast of the construction schedule, it will be performed at no additional cost to the Owner or Construction Manager.

16. In order to insure timely completion of this Trade Contract in strict accordance with the Project Schedule, this Trade Contractor will be required to submit an updated and accurate Shop Drawing Log once a week, until all submittals have been finally approved by the Architect. Shop Drawing Log shall indicate all shop drawings, product and data submittals, to be submitted to Construction Manager in strict conformance with the Contract Documents. Further, this Trade Contractor will be required to submit a Fabrication Status Report inclusive with all information requested, twice a month or once a week as deemed necessary by the Construction Manager to complete this Trade Contract in compliance with Construction Schedule for this Project.
17. Sufficient manpower shall be provided at all times to maintain progress of the Work. A shortage of labor in the industry shall not be accepted as an excuse for not properly manning the job. This Trade Contractor agrees to provide all proper supervision, including management, engineering, expediting and field operations.
18. Trade Contractor shall have a dedicated crew for punch-list work when directed by Construction Manager, without impacting another trade subcontractor work and schedule.
19. The Construction Manager will hold weekly job safety meetings, which the Trade Contractor's Superintendent or Project Manager will be required to attend. The Construction Manager will also hold worker safety orientations for Trade Contractor employees who are beginning to work on the site; the Trade Contractor will make the necessary arrangements with the Construction Manager Field Superintendents, for each of his employees to be trained. In addition, weekly toolbox safety meetings must be held by the Trade Contractor with the Trade Contractor's own workers. Records of these toolbox safety talks will be forwarded to the Construction Manager. Trade Contractor payments will not be processed without this documentation.

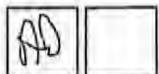


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

20. Trade Contractor acknowledges having visited the job site to thoroughly familiarize itself with the Work area and all existing conditions, including, but not limited to existing buildings, properties, streets, sidewalks, rail lines, utilities, etc. Trade Contractor agrees that such areas shall be satisfactory and sufficient for its needs in the execution of its work in conformance with the terms of the Trade Contractor documents. Trade Contractor shall field measure and verify all existing conditions as required to properly execute its work.
21. Trade Contractor shall provide a mock-up of its work in an area designated by Construction Manager in advance of its normal sequence for the project. Construction Manager, the Owner, and the Architect will review such work. The mock-up may become a part of the final installation or completed Work, at the Architect/Engineer, Owner or Construction Manager's discretion. The Contractor shall be responsible for the removal and/or disposal of the mock-up if not included in the final installation or completed Work. Contractor shall then perform the work in accordance with the Architect/Engineer, Construction Manager' and Owner comments as transmitted by Construction Manager.
22. Submittal for trade payment breakdown is to be submitted promptly for Owner's and Construction Manager's approval. Submit monthly pay applications using format and forms required by Construction Manager.
23. Strict conformance to all attached Exhibits shall be required.
24. All unit prices and alternates listed in the Trade Contract as Exhibit D are all-inclusive and are not subject to any added or hidden costs.
25. The tickets for authorized extra work must be presented for signature to the Construction Manager's Project Superintendent daily and invoiced within thirty (30) days; after thirty (30) days, claim will be rejected. Trade Contractor must provide detail information referencing floor location, drawing number and/or Specification with a complete written detail of the scope of work that was performed. Construction Manager's Project Manager's or Superintendent signature is limited to verification of time only.

The actual determination of work being extra to the Trade Contract must be established by the Construction Manager and approved by Owner in accordance with the terms of the Trade Contract.

This Trade Contractor is aware that the Project Superintendent is only permitted to sign for authorized work up to \$1,500.00. Any extra authorized work in excess of



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

\$1,500 must be negotiated with the Construction Manager prior to commencement of work.

26. In the event Trade Contract Documents are revised, this Trade Contractor must advise Construction Manager of any proposed change to Trade Contract Price in accordance with the General Conditions within thirty (30) calendar days from receipt of said Documents. If said advisement is not made within this time period, then said revised Documents shall become part of contractual obligations with no change in Trade Contract Price. Where additional work is required credit for reduced scope will be calculated by the Construction Manager.
27. All calculations, detail drawings or any other required documents associated with this Trade Contractor's work is to be sealed by a properly licensed and fully qualified professional engineer when applicable.
28. Trade Contractor represents and warrants that the Trade Contractor is familiar with all the codes, laws, rules, regulations and requirements of all government bodies and agencies having jurisdiction over the Project. Prior to the commencement of its Work, Trade Contractor shall review the existing conditions at the Project site as same relate to the Work and confirm that such Work to the best of Trade Contractor's knowledge, as described in the plans, drawings and specifications and supplements are in compliance with such codes, laws, rules, regulations, requirements and existing conditions at the Project site, and are also complete and workable. Should it later appear during performance of the Work that, contrary to the Trade Contractor's judgment at the time prior to commencement of the Work, that any alteration, addition or omission be required in the Work shown or described in the plans, drawings, and specifications and supplements, the Trade Contractor shall promptly furnish to Construction Manager a detailed breakdown showing the extent of such alteration, addition or omission.

The Trade Contractor shall make no claim for extra or additional sums if the changes are necessitated by defective design documents prepared by Trade Contractor or result from Contractor's acts, omissions or negligence. In the event that the plans, drawings and specifications prepared by Trade Contractor coordination are not sufficient to reasonably enable the Work to be performed in accordance with all applicable codes, laws, rules, regulations and requirements, or contain discrepancies or omissions, the Tarde Contractor agrees to cure any such insufficiency, discrepancy or omission in a timely fashion, at no cost to Construction Manager, and so as not to delay the Project.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

29. All Work to be coordinated and in compliance with the Architectural design intent.
30. Trade Contractor will cooperate fully with Architect and its consultants to insure proper coordination of Trade Contractor's Work with the Work of other Trade Contractors, Architects and its consultants, Construction Manager and Owner.
31. The Scope of Work shall include everything required to design, furnish and install all work in accordance with this Scope and the Drawings and Specifications, and necessary for proper completion of the work.
The Drawings and Specifications do not necessarily indicate or describe all items required for proper completion of the Work. The items herein are not intended to exclude any other items of work required by the Architect, or that may be required by local code or good construction practice.
The Work shall be furnished and installed in accordance with the Contract Documents. Any deviation from said Contract Documents shall require prior written approval from the Architect and the Construction Manager. Any correction work required as a result of unapproved deviations shall be charged to the Trade Contractor. The Trade Contractor shall not perform any extra or unit price work without prior notification and written approval by the Construction Manager and any extra work performed without such notification and approval shall not be reimbursed.
32. Trade Contractor shall comply fully with any and all requirements of law, code, permit, regulation, rule, order, judgment, decree, ordinance or provision of any federal, state or local government, agency, authority or court pertaining to the Work, the Project or the Contract Documents.
33. Trade Contractor represents that he is familiar with and has indicated expertise in the performance of this trade. Further, the Trade Contractor knows of, and agrees to, the Project requirements for premium quality consistent with a first class building and Working in residential community in accordance with the best practices of the trade, industry and Drawings and Specifications.
34. The installation of all materials shall be in accordance with the manufacturer's recommendation, and the highest workmanship is to be maintained throughout the duration of the construction period. All materials used shall be new and of the first quality. No substitutions or deviation from submitted and approved materials shall be made without prior written approval from the Construction Manager.
35. Immediately upon award of the Trade Contract and after the completion of design,



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

Trade Contractor will prepare complete shop drawings and present required submittals for approval as required by the Architect at no additional cost to Owner. Trade Contractor shall submit samples of all materials for approval, as required by the Architect. The material used on the Project shall match the approved samples in all situations unless a value engineered substitute has been specified or accepted, and shall be in strict accordance with the approved range to assure uniformity of appearance and design intent.

36. This Trade Contractor shall provide the Construction Manager with the names and addresses of material manufacturers, suppliers, and all lower tier trade contractors anticipated to be used. These lower tier trade contractors, vendors and materialmen shall be governed by all terms and conditions (including insurance requirements) of the primary Trade Contractor. No lower-tier trade contractors, vendors or materialmen may be used, solicited or allowed to enter the job site without prior written approval from the Construction Manager.
37. This Trade Contractor shall attend weekly job meetings scheduled by the Construction Manager, and will properly coordinate the Work with other trades and resolve any matters related to completion of Work on schedule. If requested, a principal shall also attend. The Work of this Trade Contractor shall be performed in a manner that does not impede or delay another Trade Contractor in the performance of their Work. Trade Contractor's Project Manager shall attend weekly construction coordination meetings at the job site.
38. This Trade Contractor will protect existing construction, adjacent ongoing construction, and all utilities while performing their Work.
39. Any Work performed by others that is damaged by this Trade Contractor or his employees or agents shall be the responsibility of this Trade Contractor to replace at no additional cost to the Construction Manager. This shall be determined at the sole discretion of the Construction Manager. Trade Contractor shall take care to safe guard any adjacent buildings or openings directly adjacent to this jobsite while performing their work.
40. All deliveries of material shall be coordinated with the Construction Manager's field personnel, giving 48 hour notice. Trade Contractor will be responsible for rigging and hoisting all necessary equipment and material. Trade Contractor shall provide all material, labor and equipment, including flagmen, barriers, permits, temporary roads and walkways and signalization (and any related fees thereto) required during

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

Trade Contractor's rigging, loading or work in the vicinity for maintenance of vehicular and pedestrian traffic at all adjoining roadways and sidewalks not listed within the Project Site Safety Plan. Trade Contractor shall provide flagmen for traffic control as and when required. Trade Contractor shall comply with all traffic regulations for the City of New York and shall be responsible for any fines or violations caused by any Trade Contractor's vehicles or personnel. Trade Contractor shall attend all required Department of Transportation (D.O.T.) meetings as required to facilitate on site work and anticipated concerns made by the Construction Manager, and/or the D.O.T., NYCTA, and MTA when applicable.

41. Normal project work hours are 7:00 a.m. – 5:00p.m, Monday through Friday. Trade Contractor may request to work additional hours when needed to maintain the Project Schedule or Milestones at their sole discretion with no added cost to the Construction Manager or Owner. Trade Contractor must comply with afterhours work permit requirements and coordinate with Construction Manager accordingly.
42. Trade Contractor shall furnish labor, materials and equipment to erect, dismantle and transport any scaffold, rigging, lifts, or equipment required to complete their Work.
43. The Trade Contract Price shall include all normal business hour and any required off-hour deliveries, if required by this Trade Contractor. Under no circumstances shall off-hours deliveries occur without the prior consent of the Construction Manager. Construction Manager shall not accept deliveries for this Trade Contractor.
44. Temporary light, power, and water will be provided by this Trade Contractor for all of the Trade Contractor's Work associated with their trade for additional service above and beyond what is being provided by the Construction Manager.
45. Trade Contractor shall load and remove off-site, all debris & material spoils resulting from the Work of this trade in containers provided by this Trade Contractor. Failure to comply with cleaning requirements will result in this Trade Contractor being charged for all costs associated with clean up of its debris.
46. All materials delivered shall be adequately protected from weather at all time, and shall be received and stored at the job site in an approved manner as established by the Construction Manager.
47. Trade Contractor shall alert the Construction Manager to the areas that have been



EXHIBIT B**PROJECT NAME:** Indigo Hotel**TRADE:** Concrete Superstructure**PROJECT LOCATION:** 120 Water Street, New York, NY**TRADE CODE :** 03300**PROJECT #:** 225**DATE:**

August 30, 2018

SCOPE OF WORK

completed, and Work shall be reviewed on an area-by-area basis. Trade Contractor shall cooperate in determining the proper programs for protecting and securing finished spaces.

48. On-site storage space is limited and Trade Contractor's trailers or shanties, if any, shall be placed and relocated when and where directed by Construction Manager. This Contract includes three (3) moves of trailers or shanties as directed by the Construction Manager due to the Work of others. Moves of trailers or shanties by Trade Contractor for its own purposes are included at no additional cost. Light, telephone and power for such shanties or trailers shall be the responsibility of this Trade Contractor.
49. Trade Contractor's shanties, if any, shall be constructed utilizing Metal Framing with Dens Glass/ Dense Armor Plus at walls and Hardy Backer at floors and ceilings with fire rated insulation. No wood framing, plywood, or sheetrock will be permitted. All plan tables or built-in furniture shall also be constructed utilizing Metal Framing, Dens Glass/ Dense Armor Plus or Hardy Backer. Heaters must be Oil Filled Electric Heaters. These heaters must be acceptable to be plugged into an electric outlet that has been installed by a licensed electrician. Extension cords may not be used in conjunction with these heaters. ABC automatic sprinkler head fire extinguisher shall be located in each shanty, office trailer, or office container. This includes any shanty which is using permanent partition of the building. A sign for FDNY notification must be located at the entrance to the shanty that the ABC extinguisher was installed. Light and power for such shanties shall be the responsibility of this Trade Contractor. Trade Contractor Shanties and trailers or office containers shall be free of newspaper on walls, windows, floor etc. Any shanties constructed utilizing materials not mentioned above shall be removed immediately. If not removed promptly by the Trade Contractor, Construction Manager shall have the right to remove the shanty and back charge the Trade Contractor for the Construction Manager's costs.
50. Long-term storage is not permitted on the site. Trade Contractor shall schedule all materials deliveries to arrive at site just prior to incorporation into the work. Construction Manager must approve all exceptions in writing in advance of delivery. Trade Contractor shall schedule deliveries with Construction Manager's superintendent a minimum of Forty-Eight (48) hours in advance to determine temporary on-site storage location and so as not to impede the work of others or block public streets, sidewalks or site access routes. Trade Contractor shall promptly relocate any on-site stored material, at Construction Manager's direction, at no cost to Construction Manager. Trade Contractor shall coordinate storage of all



EXHIBIT B

PROJECT NAME: Indigo Hotel
PROJECT LOCATION: 120 Water Street, New York, NY
PROJECT #: 225

TRADE: Concrete Superstructure
TRADE CODE : 03300
DATE: August 30, 2018

SCOPE OF WORK

materials with Construction Manager.

51. Trade Contractor has included all costs for offsite material storage and warehousing for materials and equipment, which cannot be stored on site. There shall be no additional costs of any kind to the Construction Manager or Owner for offsite storage of any materials including but not limited to raw materials, partially fabricated materials, fully fabricated materials, miscellaneous supplies, hardware, embeds, anchors, accessories, etc., including any such items on trailers, in shipping containers, on trucks, in any manufacturing or warehouse facility, in a drop-lot, in a transfer lot, in a rigger's yard, or in a staging area.
52. This Trade Contractor shall maintain a competent Superintendent or Foreman, acceptable to the Construction Manager, at the job site during any time in which their employees are involved on this Project.
53. Alcohol, drugs and weapons shall not be allowed on the job site under any circumstances, and shall be cause for immediate expulsion.
54. Trade Contractor shall have the capability to exchange electronic mail (E-mail) with Construction Manager. Trade Contractor shall provide Construction Manager with the e-mail addresses of their project team. Trade Contractor shall check their E-mail account daily for project-related correspondence.
55. This Trade Contractor must have all of the hardware and software necessary to fully participate in utilizing electronic methods for the Project's document control process, including but not limited to Requests for Information [RFI's], Submittals and Shop Drawings, and disbursement of other Project-related documents as determined by Construction Manager. This primarily consists of having a reliable internet service provider, web browser software such as Microsoft Internet Explorer, available to all project team members that will need access.
56. The Trade Contractor is required by OSHA regulations to institute a hazard communication program. Under said program, Trade Contractor must inform both the Construction Manager and all other trade contractor's employees on this project. The Trade Contractor shall provide Construction Manager and all other trade contractors with copies of a Material Safety Data Sheet (MSDS) prior to the delivery of hazardous materials to the jobsite, must warn other trade contractors in Trade Contractor's Work area of the existence of any hazardous chemicals, must insure

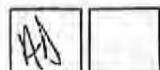


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

that any containers containing hazardous chemicals are appropriately labeled, and must maintain an inventory of any such chemicals. The Trade Contractors shall have an employee trained in safety practices on site during all operations.

57. Trade Contract Price includes all applicable taxes not included in Owner's Capitol Improvement Tax Exemption. Trade Contractor to include a state sales tax line item in their schedule of values as an add alternate.
58. Construction Manager will provide and on-site Safety Manager. Trade Contractor shall comply with the recommendations of said Safety Manager, in addition to the rules and regulations of the NYC Department of Buildings and all other governmental agencies having jurisdiction, and the requirements established by the safety auditors of the insurance company.
59. Trade Contract Price includes the cost for all required insurances.
60. Initial protection of openings is by this Trade Contractor that is associated with their work. Trade Contractor must notify the Construction Manager Project Site Superintendent if this Trade Contractor removes such protection to perform work. Trade Contractor will be responsible during his work to provide whatever safety planking and temporary protection is necessary to protect all openings in accordance with the regulations of all governmental agencies having jurisdiction. Trade Contractor shall replace any protection removed for any reason.
61. Any fence, gate(s), and/or door(s) removed by Trade Contractor shall be restored at the completion of Trade Contractor work or at the direction of the Construction Manager.
62. Trade Contractor shall maintain the plywood and chain link construction fences and gates around the project site. Maintenance includes but is not limited to immediately re-securing any breach in the plywood, fence and gates, immediately securing any damage to a fence post, etc., from causes due to but not limited to wind, construction, vandalism, etc. Trade Contractor shall check for breaches in the fence when accessing the project site for the workday. Trade Contractor shall notify Construction Manager if there are any issues with the project fence or gates.
63. Any proposed increase or decrease to the Trade Contract Price resulting from a change in the Scope of Work shall be issued to the Construction Manager on a timely basis.

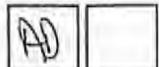


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

64. This Trade Contractor shall submit the following with proposal:
 - a. Trade Scope of Work
 - b. Total Itemized Cost for Labor and Material
 - c. Schedule Impact
 - d. List of proposed suppliers/manufacturers
 - e. List of proposed Subcontractor
 - f. Bid Breakdown with Unit Prices (Exhibit D)
65. Trade Contractor must include marked up drawings indicating all changes in scope of work.
66. Within ten (10) days of Trade Contract award, and prior to the start of Work, the Trade Contractor shall deliver to the Construction Manager all required bonds or default insurance applications, if any, along with the required proof of insurance set forth in Exhibit "C". Failure of the Trade Contractor to comply with the foregoing will delay payment of money due the Trade Contractor for Work performed.
67. Trade Contractor acknowledges that the Work must be in compliance with New York City's Seismic Code and project Specifications. Trade Contractor shall include all costs associated with complying with Seismic Code in every respect, regardless of what is shown on the current Drawings. Any and all details provided in the future by the Architect regarding compliance with the Seismic Code shall be included in the Trade Contract Price.
68. This Trade Contractor shall submit payrolls on a weekly basis for all of its on-site field personnel including those of all of its lower tier trade contractors if requested by Construction Manager.
69. Daily Reports shall be completed by this Trade Contractor throughout the entire project. These reports shall include, at a minimum, manpower, areas of work, specific tasks; production rate based on schedule, and shall be submitted to the Construction Manager's field personnel the following day. It is the responsibility of Trade Contractor, not Construction Manager, for obtaining and submitting Daily Reports of Trade Contractor's Second Tier subcontractors. Failure to provide these reports on a daily basis will prevent payment.
70. There shall be no parking of any vehicles on site without Construction Manager approval and permit. There shall be no parking on-site whatsoever for any personal

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

vehicles.

71. Trade Contractor will be provided with one (1) set of Drawings and one (1) set of Specifications upon Award of work if successful Bidder. Trade Contractor shall be responsible to obtain any additional Drawings and Specification copies directly from the Project Printer at their own direct-paid expense. Any changes to documents shall be distributed electronically. Trade Contractor is responsible to obtain any hard copies it may deem necessary for itself and for its second-tier contractors from the Project Printer at its own direct-paid expense.
72. Compensation for labor shall be in strict accordance with the documented wages and unit pricing.
73. Neither the Construction Manager nor the Owner are responsible for any thefts or damage to trade Contractor's materials and equipment.
74. There shall be no claims for increases in material costs, labor rates, or foreign exchange rates during the entire course of this project. There also shall be no charge for holidays should the schedule be extended for any reason or release dates are not met.
75. Should there be changes in the drawings or delays in the release of areas of the building for engineering or detailing, this Trade Contractor shall make no claims for additional cost other than the direct cost unit prices included within this Contract Agreement.
Claims made by the Trade Contractor for the following reasons will not be recognized under any circumstances.
 - a. Delay due to ordered material having long lead times.
 - b. Inability of this Trade Contractor to fabricate additional or changed work in its own shop, thereby requiring the use of subcontracted fabrications as a premium.
 - c. Overtime other than that which is authorized by the Construction Manager, and such overtime shall not result in a claim for inefficiency.
 - d. Loss of productivity in any phase of the work if portions of, or entire, job is delayed for any reason.
 - e. Cost of financing due to any reason including but not limited to, negative



EXHIBIT B

PROJECT NAME: Indigo Hotel
PROJECT LOCATION: 120 Water Street, New York, NY
PROJECT #: 225

TRADE: Concrete Superstructure
TRADE CODE : 03300
DATE: August 30, 2018

SCOPE OF WORK

cash flow, or delay in the processing and negotiation of additional work.

- f. The Owner and Construction Manager will be permitted to make minor changes to the project without any change in project schedule.
76. Trade Contractor shall include all permits and sign-offs required by any governmental regulations and agencies having jurisdiction for all Contractor's Work. Trade Contractor shall provide all required permits, sign offs, filings, and approvals required for the performance of the work including material storage permit, etc. This Trade Contractor must follow all approved Site Safety Plans for this Project and not limited to all barricades, traffic signage and related items as required during construction to maintain a safe condition for the public indicated on DOB approved drawings.
77. Trade Contractor includes all costs related to prosecuting its scope of work in winter weather, including but not limited to winter protection, snow removal or standby trades in accordance with project requirements. Trade Contractor includes winter concrete and blankets as required.
78. Contract Price includes all requirements of Non-Union or Open Shop Project Labor
79. The Trade Contractor is aware that the Indigo Hotel Project has no LEED requirements
80. Trade Contractor includes provisions in Contract Price to complete its Work with the following NYC Department of Transportation (DOT) stipulations:
81. The Trade Contractor acknowledges that the Construction Manager has not executed a Prime Contract with the Owner for the construction of the Project. Construction Manager is currently performing work on the Project, to include Contractor's Work, pursuant to a written authorization from the Owner ("the Authorization"). Trade Contractor agrees that all references in this Contract to the Contract Documents or to the Prime Contract shall mean and refer to the Authorization (together with the Project plans and specifications) under such time as the Construction Manager and Owner execute the Prime Contract. Trade Contractor acknowledges that the final terms and conditions of the Prime Contract may modify the terms or conditions of the Authorization. At the execution of the Prime Contract Documents shall be automatically substituted for the Contract Documents of the Authorization, unless the plans and specifications referenced in the Contract Documents do not contain substantially the same scope as plans and

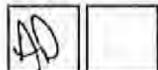


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

specifications issues in connection with the Authorization. Trade Contractor agrees that any modification to the terms and conditions of the Authorization made in the terms and conditions of the Prime Contract (other than substantial modifications to the plans and specifications referenced in the proceeding sentence), which modifications are made in good faith by the Construction Manager in the negotiation of the Prime Contract, shall be binding upon Trade Contractor although the Prime Contract had been fully a part of the Authorization. In the event that the Construction Manager and Owner do not, for any reason, enter into a Prime Contract for the construction of the Project, the Construction Manager shall be entitled to terminate this Trade Contract at any time in Construction Manager's sole and absolute discretion. In the event of termination of this Contract pursuant to the preceding sentence, Construction Manager' sole and absolute obligation to the Contract shall be to make payment to Contract those funds that Owner pays to Construction Manager for the Work of the Trade Contractor.

SITE SAFETY

82. Trade Contractor shall comply with applicable federal, state and local regulations, including those of the Occupational Safety and Health Administration (OSHA) of the Department of Labor, the New York City Department of Buildings and The Rinaldi Group ("Construction Manager") Site Environmental Health And Safety Plan.
83. All Construction Manager's mandated safety requirements are to be followed. Trade Contractor acknowledges that it has read and understands and shall perform their work in strict conformance with all safety requirements set forth in the Contract Documents, including, but not limited to, the "Project Safety Program Requirements" set forth in Exhibit G of the Trade Contract.
84. Trade Contractor shall cooperate with other contractors and the Construction Manager in connection with the compliance with regulations of OSHA, including as may be relevant, appealing decisions, performing corrective work on its portion of the work within abatement periods, appealing from or requesting extensions on abatement periods when work has been done by other contractors and furnishing such supporting information or material as may be necessary to fully protect the rights of the Owner and the Construction Manager and other contractors on pending or prospective violation orders.
85. Trade Contractor shall provide a written site-specific Safety and Health program prior to the commencement of any work for this project. The Safety and Health program shall address tasks to be performed on the project with the attendant risk



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

analysis and have appropriate controls and safe guards to prevent injury and illness. The Rinaldi Group will review the Safety and Health program prior to the start of site work. Any questions, comments, or inquiries as to the adequacy of this program by the Construction Manager must be completed before work is started.

86. This Trade Contractor shall provide a full time Concrete Safety Manager who is fully registered with NYC DOB. The Concrete Safety Manager must be present to oversee all concrete operations for the duration of the project. The Concrete Safety Manager must coordinate directly with the Construction Manager's Site Safety Manager. Trade Contractor shall comply with the recommendations of the Construction Manager's Site Safety Manager in addition to the rules and regulations of the NYC Department of Buildings and all other governmental agencies having jurisdiction, and the requirements established by the safety auditors of the Owner's insurance company.
87. Hard hats, work shoes, long pants, shirts with sleeves, reflective clothing, and 100% eye protection (safety glasses) are required to be worn at all times. Hearing protection is to be used as required. The Trade Contractor is required to have a disciplinary program in place to insure employee compliance, and which will be monitored and enforced by the Trade Contractor in conjunction with the Construction Manager. Trade Contractor is responsible for purchasing PPE for its employees.
88. Contract Price Includes a minimum of Four (4) emergency evacuation drills for all personnel on site to be scheduled and coordinated by Construction Manager's Project Superintendent at no added cost.
89. Trade Contractor shall furnish, install and maintain all required temporary protection around perimeter of excavation, ramps, pits, temporary stairs, trenches, footing excavations, operating equipment, and other hazardous areas in accordance with OSHA and NYCDOB requirements. Trade Contractor shall re-establish temporary protection at pits, pool, changes in slab-elevations once these items have been poured and stripped. Trade Contractor shall set up and maintain Exclusion Zones with barriers and warning signage around operating equipment, operating drill rigs, pile rigs, rebar bending work areas as required to protect workers from on-going operations. Failure of any of Trade Contractor's work crews to set-up and maintain the Exclusion Zones will result in the removal of these work crews and their supervisors from the project (in addition to Contractor being charged for cost to establish and maintain Exclusion Zones). Construction Manager will provide curbs with guard rails or Jersey Barriers down ramps with warning signage to separate



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

workers from trucks and equipment as stated in the approved DOB Site Safety Plan. In addition, Trade Contractor shall provide orange temporary plastic safety fencing wherever required to protect others from their work. All costs for any fines or violations levied by OSHA and/or NYCDOB/BEST/ECB for non-compliance shall be borne by this Trade Contractor.

90. If Trade Contractor uses scaffolding furnished/installed by others, the Trade Contractor is responsible for obtaining from the furnishing contractor all necessary certifications or waivers as required by OSHA or any other regulating agencies certifying the scaffold for use, and for providing copies to the installing contractor from any/all certifying agencies of required approvals to use the scaffold furnished/installed by others.
91. All trade Contractor employees using lifts must keep a valid certificate on them at all time evidencing that they have been trained in a manner approved by the lift manufacturer. Lifts must be periodically inspected and labeled as such, by equipment manufacturer.
92. The Trade Contractor is required by OSHA regulations to institute a hazard communication program. Under said program, Trade Contractor must inform both the Construction Manager and all other contractors on the site of any hazardous chemicals being used by Trade Contractor's employees on this Project. The Trade Contractor shall provide Construction Manager and all other subcontractors with copies of a Material Safety Data Sheet (MSDS) prior to the delivery of hazardous materials to the jobsite, must warn other contractors in Trade Contractor's Work area of the existence of any hazardous chemicals, must insure that any containers containing hazardous chemicals are appropriately labeled, and must maintain an inventory of any such chemicals. The Trade Contractor shall have an employee trained in safety practices on site during all operations.
93. Construction Manager will provide an on-site Safety Manager. Trade Contractor shall comply with the recommendations of said Manager in addition to the rules and regulations of the NYC Department of Buildings and all other governmental agencies having jurisdiction, and the requirements established by the safety auditors of the insurance company.
94. If at any time during the course of the Project a safety requirement must be implemented, this Trade Contractor is required to comply. Trade Contractor shall not be entitled to any additional costs, expenses, charges or fees to comply with government agency or The Rinaldi Group mandated safety requirements.

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

95. The Construction Manager will hold weekly job safety meetings, which the Contractor's Superintendent or Project Manager will be required to attend. Trade Contractor is aware that Construction Manager's safety program requires the safety orientation of every worker on the jobsite. Trade Contractor agrees to cooperate with such program and allocate sufficient time for each worker to receive such safety orientation as may be necessary in advance of the start of their work. This Trade Contractor agrees that any of his workers that refuse to receive such orientation shall be removed by the Trade Contractor from the project jobsite. In addition, Trade Contractor agrees that all of his workers that are assigned to this project shall immediately report to the designated safety personnel assigned by the Construction Manager. Workers are required to attest to what training they have received that will allow them to perform their jobs safely. Any worker that is deemed by the Construction Manager not to have been trained appropriately will not be permitted to work on site until properly trained.
96. Trade Contractor shall require its project site-specific project managers, superintendents and foremen and sub-subcontractors of any tier, to also meet the requirements of Exhibit G.
97. Weekly toolbox safety meetings must be held by the Trade Contractor with the Trade Contractor's own workers. Records of these toolbox safety meetings will be forwarded to the Construction Manager. Trade Contractor payments will not be processed without this documentation.
98. Trade Contractor shall be responsible for taking all safeguards necessary for fire protection and fire prevention. Contract Price includes the furnishing of FDNY-certified Fireguards for Trade Contractor's Work that involves cutting, burning, grinding, and welding, simultaneously, at multiple building areas and levels, in contact with sparks, flames, and welding slag created by Trade Contractor's Work.
99. This Trade Contractor shall include the furnishing, installation, and maintenance of temporary protection as required by OSHA, state or local agencies having jurisdiction, The Rinaldi Group, whichever is most stringent. Includes protection from any potential fall of 6'-0" or greater. Appropriate protection shall be provided by this Trade Contractor at all work locations where this Trade Contractor performs work on this project. Protection includes but is not limited to:
 - a. This Trade Contractor will reduce or eliminate the use of ladders to access the work. In lieu of ladders, pipe scaffolding or frames, attached to the formwork,



EXHIBIT B

PROJECT NAME: Indigo Hotel
PROJECT LOCATION: 120 Water Street, New York, NY
PROJECT #: 225

TRADE: Concrete Superstructure
TRADE CODE : 03300
DATE: August 30, 2018

SCOPE OF WORK

shall be used. Both scaffolding and frames shall be equipped with scaffold stairs, toe boards, mid and top rails as code requires.

b. This Trade Contractor includes leading edge protection for fall protection for all of its workers. It is the sole responsibility of this Trade Contractor to ensure a sufficient number of tie points for all of its workers so that the work progresses and proceeds unencumbered. A Competent Person working for this Trade Contractor shall be responsible to enforce this program so the workers cannot fall in excess of 6'-0".

c. All Trade Contractor's personnel shall wear high visibility vests, hard hats, eye protection and gloves at all times.

d. This Trade Contractor agrees to comply with The Rinaldi Group "Pre-Task Plan Required" included in Exhibit G. Immediately upon award of this Contract; this Trade Contractor shall submit a plan identifying the preferred method of fall protection to be implemented. In addition, within ten (10) business days of award of Contract, Trade Contractor shall review and provide a sign off of the DOB Site Safety Plan (SSP) in Exhibits G.

e. Trade Contractor acknowledges that The Rinaldi Group Superintendent, Project Managers and Safety Manager have the authority to stop the progress of the work in cases where they reasonably believe that workers or the public may be subject to unnecessary exposure to falls or injury. Trade Contractor shall comply with such orders and shall not be entitled to any compensation, lost time cost recovery, or schedule extension caused by such a stop work order if it is due to this Trade Contractor's inability to deliver the proper safety protection or programs. Compliance with the NYC DOB Title 28, Chapter 33 "Safeguards during Construction and Demolition" is mandated.

f. Trade Contractor understands and agrees that proper housekeeping and cleaning are essential elements to maintaining a safe work environment. To this end, Trade Contractor shall regularly (or continually) clean and remove his construction debris to eliminate tripping or slipping hazards.

g. Trade Contractor shall install and maintain an approved carbon dioxide monitoring program during all overnight winter heating (if applicable).

h. This Trade Contractor shall complete and submit to Construction Manager for approval, a "Job Hazard Analysis" (JHA) for certain other operations (refer to



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

Exhibit G). This plan shall include an evaluation of all project specific risks based on actual conditions expected to be encountered, and the mitigation plan for those risks and be signed off by the Site Safety Manager based on some examples but not limited to:

- Excavation
- Forming erection/close-up
- Loading/rigging material
- Concrete Placement
- Trade Contractor ladder/stair program
- Trade Contractor Personal Protection Equipment (PPE) program
- Trade Contractor fire protection and maintenance program
- Trade Contractor respiratory protection program and fit test reports
- Trade Contractor drug and alcohol policy
- Trade Contractor 6' fall protection program
- Trade Contractor scaffolding program
- Trade Contractor GFCI program
- Trade Contractor Rock Blasting Plan

100. Trade Contractor shall include and comply with the following requirements:

a. Employ a full time, OSHA-certified Competent Person who shall be responsible for enforcement of all safety requirements of this Contract. Said Safety Manager shall be directly accountable to the Trade Contractor's principal employer, and not the Trade Contractor's Site Superintendents. This Manager shall have the authority to stop work if safety measures are not performed in accordance with project site requirements.

b. This Trade Contractor shall submit to the Construction Manager, and its field forces shall maintain copies on site always, the following information:

- Site Specific Health & Safety Program, including the following elements and pre-task planning for each element.
- Hazard Communication Program
- Site Specific MSDS Sheets
- Contractor Accident Investigation Program
- Contractor Emergency Notification Procedures
- Contractor Key Personnel Names and Contact Information
- Contractor's Site Safety Coordinator Name, Contact Information and Qualifications

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

- Contractor's First Aid Employee Name and Contact Information
- Certification of Laser Operator (if applicable)
- Powder Actuated Tool Certification (if applicable)
- List of Competent Persons
- Noise Protection Plan for personnel and the public per Title 15 of NYC Rules Chapter 28, "Citywide Construction Noise Mitigation."

This information is to be submitted for review and approval by the Site Safety Manager for compliance prior to work commencing on site.

101. This Trade Contractor acknowledges that, per the NYC DOB Code, this project is a "no smoking" site, and that this Trade Contractor will ensure that its employees will comply with this regulation. Anyone caught smoking on this job will be immediately removed from the job with no warning given.
102. All employees of this Trade Contractor shall be 10-hour OSHA certified. Trade Contractor shall only allow workers with proper 4-hr scaffold training to work off of scaffolds as required by the NYC DOB.
103. All tools of Trade Contractor's work force shall be equipped with lanyards for all tools and all lanyards shall be secured at all times to a tie-off point that will prevent the tools from falling from height when working at higher elevations determined by the Site Safety Manager.
104. Site specific safety requirements include, but are not limited to, the following:
 - a. Safety initiation training is required for all workers on the site prior to starting Work.
 - b. Compliance with a worker identification program, which may consist of safety training stickers, photo ID badges, or both.
 - c. All standard safety requirements apply to this Project.
 - d. Any trade personnel that do not comply with the safety policies must be removed from the project.
 - e. Compliance with the recommendations and directives of the on-site safety officer
 - f. Compliance with the NYC DOB Title 28, Chapter 33 "Safeguards During Construction or Demolition" is mandated.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

Specific Applied Trade Items

Drawing Manifest

Architectural Set - Exhibit A-GMP Drawing Manifest	dated 2-10-17
Structural Set - Exhibit A-GMP Drawing Manifest	dated 9-12-17
MEP Set - Exhibit A-GMP Drawing Manifest	dated 2-10-17
Support of Excavation Set - Exhibit A-GMP Drawing Manifest	dated 10-04-17
GEODESIGN INC - Exhibit A-GMP Drawing Manifest	dated 10-04-17

1. This Trade Contractor shall furnish and install all required reinforced concrete at Floors: 1st floor through 25th, Roof, EMR, Mechanical, and Water Tank including all slabs, columns, shear walls, balconies, fill slabs, cantilevers, beams, transfers, ring beams, radiused slab edges, haunch walls, all walls not in contact with earth, stairs, stair platforms, beam encasements, concrete toppings, concrete additives, concrete sealers and hardeners, forms, formwork, form ties, shores, re-shores, bracing, scaffolding, hoisting, expansion joints, pre-molded expansion joints, etc., This Trade Contractor shall also provide all reinforcing steel, chairs, welded wire mesh, epoxy coated reinforcement, post-tensioning cables (or alternatively, SAS bars) indicated for balconies, rebar couplers, splices, mechanical splices, bar couplers, threaded rebar, reveals, water stops, crack control & key devices, etc. including all rebar shop drawings and detailing required for a complete installation of all superstructure concrete Work.
2. The Work of this Trade Contract begins at the top elevation of the foundation, piers on footings, and mat slab, wall piers at the construction joints at the top of the foundation walls and up through and including the 25th, Roof, EMR, Mechanical, and Water Tank beams and slabs and as follows:
 1. This Trade Contractor shall furnish and install all Work marked "Concrete Column (see schedule for reinforcing)" or "Concrete Column see Column Schedule for Reinforcement" on the foundation drawings and all details that apply within the Contract Drawings.
 2. This Trade Contractor shall furnish and install all reinforcing bars with lap splices or couplers from the 1st floor level up to 25th Floor including Roof, EMR, Mechanical, and Water Tank. Includes pulling and straightening fold-out bars or dowels in foundation walls.
 3. This Trade Contractor shall furnish and install all reinforcing bars (rebars) and laps for rebar stubbed out of footings, piers and walls by the foundation

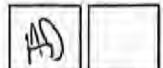


EXHIBIT B**PROJECT NAME:** Indigo Hotel**TRADE:** Concrete Superstructure**PROJECT LOCATION:** 120 Water Street, New York, NY**TRADE CODE :** 03300**PROJECT #:** 225**DATE:**

August 30, 2018

SCOPE OF WORK

contractor for this contractor's columns and walls as may be required per the Contract Documents. All required coordination with the foundation contractor is included. This Trade Contractor shall survey the bars prior to fabrication of reinforcing to allow for any differences in tolerance between the foundation installation and the first lift of tower bars. Assume that the top of the Core Area Foundation Mat and spread footings are at Elevation -11.00' – Include columns and shear walls, except where deeper in depressed core mat area at elevator pits. If required Trade Contractor will extend Columns as required to meet designed elevations.

4. Includes bending down of all rebar dowels (installed as part of the foundation contract) protruding from tops of walls which are to be incorporated in this Trade Contractor's pours. Includes bending up and or straightening rebar dowels protruding from footings, piers, or slabs as required. Trade Contractor shall continue to provide and maintain impalement-protection re-bar caps on all rebar dowels, including those cast into foundations by others, at foundation slabs, walls, footings, piers, and at Trade Contractor's elevated slabs, walls, and columns. For Columns bearing on foundation walls assume that the Elevation of the top of the foundation wall is equal to the underside of the ground floor slab as noted on Architectural Drawings.
5. Includes concrete from top of the new foundation walls as observed in the field (even if the as-built elevation is lower than what is shown on the Contract Documents). This Trade Contractor is responsible for the sidewalk haunch at the top of the foundation walls by Foundation Contractor. Countywide to check before mobilizing.
6. Sidewalks and curbs are excluded from this Scope of Work.
3. 9. Provide concrete work as required at all changes of slab elevation, designed depressions, including drops, ramps and all perimeter depressions. Furnish and install all lightweight concrete fill slabs on high-density Styrofoam insulation on the First Floor. Furnish and install 8" wide keyed and reinforced concrete curbs at storefront at every location on the Ground Floor perimeter all balcony and roof sections where required. All the Work of this item shall be performed as come-back work at no additional cost when directed by Construction manager.
10. This Trade Contractor shall unload, handle, distribute, install into formwork, and provide concrete encasement of these Link Beams into its Work. Trade Contractor understands that concrete encased steel link beams may require mechanical couplers or holes for rebar. Couplers and holes for these link beams are by others. Trade Contractor understands that concrete link beams also may have multiple MEP sleeves, and has allowed for additional reinforcing and time for this work as required.
11. Furnish and install concrete pads for Main Roof Level for all MEP Equipment.



EXHIBIT B

PROJECT NAME: Indigo Hotel
PROJECT LOCATION: 120 Water Street, New York, NY
PROJECT #: 225

TRADE: Concrete Superstructure
TRADE CODE : 03300
DATE: August 30, 2018

SCOPE OF WORK

Air Handler Units (AHU's) and Generator. Install any embeds furnished by others for this Work. Coordinate Work with the MEPS (Mechanical, Electrical, Plumbing, Sprinkler) contractors to provide all other required housekeeping equipment pads as per Contract Documents and approved coordination drawings.

12. Install steel corner guards, furnished by others, into concrete columns. Concrete infills of box-outs at slabs-on-grade for columns are by others.
13. Install embeds and anchor bolts, furnished by others as required by coordination drawings and Contract Documents.
14. Install embeds furnished by others into floor slabs and columns for precast exterior.
15. Install embeds furnished by others as required per all Contract Documents
16. This Trade Contractor includes stripping and cleaning of all embeds.
4. Concrete mixes for all of Trade Contractor's Work shall be designed by a New York State-licensed Professional Engineer (PE), engaged directly by this Trade Contractor, immediately upon award of Contract. It is this Trade Contractor's responsibility to ensure that all concrete mix designs are approved by Architect, Engineer and NYC DOB such that there is no delay to the start of the Work. Concrete mixes shall be provided within two (2) week of contract award.
5. Furnish and install coordinated slab openings for mechanical, plumbing, electrical and sprinkler penetrations (tapered box outs) and electrical risers (ganged sleeves in structural boxouts). Cast in wire lathe across each box-out opening as secondary opening protection (wire lathe will be removed by others). These openings, once filled with their respective MEPS (Mechanical Piping, Electrical, Plumbing, Sprinkler) risers and piping, shall be firestopped with concrete by this Trade Contractor, when directed by the Construction Manager, as comeback work at no additional cost. Perform all concrete firestopping and/or patching of all MEPS slab penetrations (after mechanical piping, plumbing, electrical, and sprinkler work is installed) or slots (from 1st floor up through Bulkhead Roof) excluding those openings enclosed in a fire rated shaft. The tops and bottoms of slabs shall be sealed with concrete after MEPS work is installed. Included is all forming as required. Trade Contractor acknowledges that this is a two-step firestopping operation; first to patch around the riser slab penetrations as described above; and second, to patch after the tub waste connections are installed. Not all MEPS penetrations are shown on drawings and will be issued as fully coordinated drawings. Fire caulking of the angular spaces within individual sleeves to piping or providing metal fire angles at ductwork to concrete

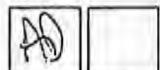


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

opening slab edges in structural boxouts, shall be by others. Rat patching, MEP penetration are included

6. Trade Contractor shall furnish benchmarks for proper layout of other trade coordination. Every 2-3 floors will be provided by CM.
7. Trade Contractor shall furnish, install, and subsequently fill in all temporary openings and sleeves in walls and slabs required for this Scope of Work as follows:
 1. This Trade Contractor shall furnish and install the additional reinforcing of the slabs as required to support the hoist mast. This Trade Contractor is responsible to coordinate all required slab openings with the Hoist Trade Contractor and the approved hoist drawings.
 2. The common hoist platform will have a landing accessing each floor at each level, on one side or another provide by others. Hoist trade contractor to coordinate any required embeds with this Trade Contractor
 3. Trade Contractor shall furnish and install the additional reinforcing of the First-Floor slab to accommodate the trailer truck loading and unloading if requires.
 4. Trade Contractor shall provide couplers for reinforcing bars at all temporary openings for subsequent opening structural infills. Trade Contractor may bend reinforcing for these temporary openings out of the way of opening access in lieu of utilizing reinforcing couplers, only at locations approved by Construction Manager and structural Engineer. It is the responsibility of Trade Contractor to detail and submit reinforcing and infill details for temporary openings to the Structural Engineer for review.
 5. Trade Contractor shall subsequently fill in these openings as out-of-sequence comeback at a later date, when requested by the Construction Manager at no additional cost.
8. Provide all finishes to the concrete Work as shown or specified within the Contract Documents. All slabs to receive a steel trowel finish. Where exposed slab surfaces are to be covered with the resilient flooring, carpet, paint, waterproofing membrane, or other thin-film finish coating, slab shall receive a power troweling, hand troweling and ground to a smooth surface where defects would not telegraph through applied covering. Trade Contractor shall provide leveling/flash patching as required to bring floors to specified flatness. Trade Contractor to level/flashpatch any/all floor deficiencies as directed by the Construction Manager. Include come-backs to grind, rub, and level all floor areas and interior exposed concrete surfaces within specified tolerances to the satisfaction of the Construction Manager, Architect and Engineer. This shall also include all exposed surfaces at stairs, all exposed walls, and all surfaces marred by rain.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

9. This Trade Contractor understands that glue down wood flooring being installed by others at Floors 2-24. This Trade Contractor includes any and all self-leveling (Sonoflow or approved equal) necessary to achieve a floor level of +/- 1/4" in 10'-0" from level where all wood floors will be installed by others. All floor leveling materials used must have a cementitious base and shall not contain any gypsum product. All survey and ascertain the tolerance achievement are included in this Trade Contract, including comeback to chop, grind, and/or flash patch after the Sonoflow installation. This Trade Contractor must complete any remedial work to the floors within the time frame required to keep pace with the flooring Trade Contractor's schedule as established by the Construction Manager. Placement of self-leveling material to be performed after partitions are installed and is included as follows:
 1. At Floors 2 through 24, all floor areas, including the Bathrooms, Guestrooms, Bedrooms, Closets, hallways, and Amenities Catering Panty, Amenities Storage, and Amenities Service Halls, Lounge Bar, and the Core Corridors/Elevators Lobbies, Service Halls, etc., this Trade Contractor shall furnish and install Sonoflow, even if these rooms are scheduled to receive floor tile, floor stone, wood flooring, carpeting, or floor paint by others, no exceptions.
 2. All other public spaces, where carpet or other finishes that are installed directly to the slab or with a thin set material shall be flash patched/leveled as necessary by Contractor to achieve a floor level of +/- 1/4" in 10'-0" from level.
 3. To minimize damage to the new slabs, this Contractor will not set any loads of material for this trade or any other nor will deck erection start on the new deck until the next day when the exterior climbing form system has been jumped.
 4. Leveling of all stairs, corridors, sales office, and models will be done on overtime at no additional cost as required.
 5. This Trade Contractor shall provide all depressed / recessed slabs as required within the Contract Documents.
 6. Self-leveling is not included by this trade contractor.
10. Trade Contractor shall allow for the shrinkage and creep of the concrete structure and differential axial shortening of vertical elements as indicated in the specifications. Upon final approved schedule submitted to the engineer, a model shrinkage and creep analysis study will be performed by the engineer, at which time further direction from the engineer will be given to this trade Contractor on how much and where he will need to compensate. Any additional adjustment required to compensate for differential settlement are included in the Trade Contract Price at no additional cost.
11. Furnish and install concrete curbs and parapets as shown and for all penetrations and interior partitions as required including:



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

1. Temporary concrete curbs on all floors around the slab openings for the hoists. Removal of temporary curbs by others.
2. Temporary concrete curbs on all floors around the slab openings for the concrete crane if crane is an inside-climbing crane. Removal of temporary curbs by others.
3. Concrete curbs under all storefront on the 1st Floor, whether shown on Drawings as concrete or as CMU.
4. 6" wide x 12" high concrete curbs at all roof-mounted fans, whether these curbs are indicated on the Contract Documents or not as shown if required.
5. Construct linear concrete curbs at the perimeter-of-building mechanical and electrical rooms and elevator machine rooms on all required floors as per Contract Documents.
6. Construct concrete curbs at all doorways leading from mechanical rooms to common areas or common corridors.
7. Furnish and install all concrete parapets and curbs as per Contract Documents
8. All curbs shall include the proper reinforcement, dowels, ties to slab,etc..
9. Leave concrete slab rebar as dowel for masonry blocks.
12. Coordinate all Work with the requirements of the building's elevator installations and the elevator contractor and as follows:
 1. Receive, unload, distribute, and set steel divider beams, furnished by others, between elevator cars A & B. Form pockets in Work as required for elevator divider beams and grout elevator beam pockets. Provide removal slab construction at all future elevator locations.
 2. Furnish and install all formed depressions of the proper depth and width at the slab edges of all elevator hoistways. This Trade Contractor shall grout elevator entrance saddles for all elevators. Grouting of saddles to be no more than one floor behind the setting of elevator entrances. All forming, grouting and stripping of saddles to be performed on overtime. Note that a slab depression and grouting will be required for the elevator sills whether clear on the provided sketches or not. Prior to grouting, this Trade Contractor shall protect sills with duct tape by others.
 3. This Trade Contractor shall provide pockets in all elevator hoistway shear walls on four (4) out of every Five (5) floors for temporary beams and for planking supports in all elevator shafts; these pockets shall be patched at a later date by this Trade Contractor from the moving elevator platform on overtime. Drawings indicating the layout of shear wall pockets for these items shall be provided to Trade Contractor by others. Temporary beams and temporary planking by others.
 4. Include all required work and coordination with the elevator contractor to



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

locate templates, boxouts and other items required to pour the slabs and beams supporting the elevator machines. This Trade Contractor includes providing "high-early" concrete for the Elevator Machine Room (EMR) slab and slab above and beams such that the elevator machines can be placed in their final location the day after the slab and beams are poured. All of this work shall be included as work for framing, pouring and stripping. Includes additional shoring beneath the EMR slab and beams as required per the engineer's direction. Floors shall be stripped and slabs above machine room shall be placed within 3 working days after machines have been landed. Includes protection of machines as required prior to forming/pouring overhead slabs.

5. Coordinate with Elevator Trade Contractor any other required slab openings to receive and load elevator rails.
13. All roof area slabs shall be thickened monolithic slabs and shall be screeded to achieve the design high and low points for proper drainage, as shown on drawings. Includes proper pitching of all roof, Main Roof, Bulkhead Level, Bulkhead Roof. This Trade Contractor shall be responsible to comeback at a later date with approved means to remediate elevation issues should the initial placement of concrete not achieve proper pitch to drains. All MER Rooms shall be properly pitched to floor drain locations whether or not indicated in the Contract Documents.
14. The Trade Contractor is aware that should pump risers be needed, they will be removed as soon as the Bulkhead Level Roof has topped out. Placing boom and riser locations must be submitted and approved by The Construction Manager prior to superstructure award.
15. Install inserts for Construction Manager's hoists. Trade Contractor includes patching from hanging or interior jacked scaffolds of all temporary hoist connection points as required when hoists are removed. Trade Contractor shall provide all scaffolding required for this item of work. This Trade Contractor shall provide a 'competent person' as defined by local and federal regulations to supervise the installation, use and dismantling of all scaffold work. (Patch from Deck).
16. This Trade Contractor shall perform all cleaning of the floors, as described above, within 72 hours after the completion of the stripping operation (the "stripping operation" includes the hoisting of all formwork materials to the next work level, not merely the removal of formwork from the latest pour). Failure to do so will result in a monetary back charge at a value of Twenty-Five Thousand Dollars (\$25,000.00) per floor. Should this Trade Contractor not be responsive, Construction Manager shall use these funds to perform the work by others



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

17. At the corridors and guestroom ceilings on Building floors that are to receive GWB or ACT ceilings, by others, grinding and patching underside of slabs is not required at these areas. However, this Trade Contractor must grind any nails or other projections that may be dangerous. All areas to be left exposed shall be ground and patched. This Trade Contractor shall "Flank" the underside of any slab which is out of tolerance (a gypsum-based product is not acceptable for flanking). Trade Contractor will survey before pour, after pour, after stripping. Construction Manager will perform spot surveys of underside of slabs after decks are stripped, but prior to pulling of re-shores. Construction Manager will perform additional spot checking of slabs one (1) month after re-shores are pulled, at which time the scope of Trade Contractor's flanking will be determined by Construction Manager. Construction Manager's surveys will be used to determine scope of flanking. Flanking work itself will be performed by Trade Contractor once building is enclosed and partition walls are installed.
18. This Trade Contractor is to refer to architectural and mechanical, electrical, plumbing, and fire protection drawings for locations and quantities of all slab openings in addition to what are shown on the structural drawings. MEP Coordination drawings will also be provided
19. This Trade Contractor has included all costs for escalation associated with labor and materials to project completion. No cost of escalation included.
20. Includes providing and removal/disposal of all temporary tables and benches for a topping out party if applicable.
21. Cost changes based on Unit Rates will be calculated based on net unit quantities calculated from Structural Engineer's sketches and drawings. Quantities based on shop drawings and invoices will not be acceptable.
22. The Trade Contractor shall submit resumes of all key project management and field supervision personnel for review and approval by the Construction Manager.
23. Trade Contractor will place concrete in columns and walls with a tremi pipe to prevent the concrete from falling from heights greater than allowed in the specifications, ACI requirements or as approved by the Engineer.
24. Trade Contractor includes the furnishing and installation of temporary protection as required by OSHA, the TRG Site Safety Plan, and all other agencies having jurisdiction for this Work, for the framing floor and for all areas between the framing floor and the fourth floor below the framing floor (all of the floors enclosed by the form system or Vertical Fall Protection System and as follows:
 1. The safety and security of all re-shores shall remain this Trade Contractor's responsibility regardless of the floor they are on. Plank solid all shafts, on framing floor, the stripping floor, and the floor below the stripping floor, with



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

OSHA-rated and OSHA-approved scaffolding plank and a $\frac{3}{4}$ " plywood cover (nailed) and maintain same.

2. Furnish and install hole and hatch covers. Trade Contractor shall mark all hole and hatch covers: "Danger – Floor Hole" using florescent paint. All hole and hatch covers shall be nailed or cleated to prevent displacement. Covers may be jumped to the next work level, however they must be replaced with guardrail systems, by Trade Contractor, as described above.
3. Protection at uncovered, interior slab edges, hatchways or openings, or changes in slab elevation greater than 42" as per The Rinaldi Group Safety details in Exhibits G.
4. Furnishing and installation of the "Safe-T-Strap" tie-off system to be installed at the interior face of all perimeter columns, in the center of each perimeter column bay and at the entrance to each elevator shaftway on all floors. A third-party engineer (not by this Contractor) shall test/certify the "Safe-T-Straps prior to their use for fall protection by other trade contractors. Trade Contractor shall confirm that these straps are long enough to allow proper use without a ladder considering the project's tall floor to floor heights.
25. Trade Contractor will furnish, install, implement, and maintain the following scope-specific safety requirements in addition to the requirements of Article 11 and Exhibit G of the Trade Contract:
 1. ~~A self-climbing Vertical Fall Protection System that shall also act as the perimeter protection that extends a minimum of 72" above the working deck (the floor being framed). Trade Contractor includes any additional shoring or re-shoring to support this Fall Protection System. Trade Contractor will provide self-climbing Vertical Fall Protection Systems as required to perform their work.~~
~~Trade Contractor includes any engineering and modifications for the vertical Fall Protection system to accommodate levels with perimeter outrigger walls.~~
 2. ~~One stair tower shall be provided by this Trade Contractor in the core for the full height of the building, and these stairs will be jumped up the building as work progresses to access the work floor. This stair shall provide access to the working deck as well as lower levels as described elsewhere in this Scope of Work. Trade Contractor will furnish and install one temporary stair tower for access from street level to Cellar level for access to each floor until slabs and stairs through the ground floor are complete.~~
 3. Trade Contractor shall submit a typical section through the Vertical Fall Protection System as well as at the core Protection System. Construction Manager shall review the plan to determine if it provides adequate protection.
 4. Trade Contractor is aware that no deck erection can begin until the perimeter form system has been jumped to maintain the proper perimeter protection height of 60" above the working deck.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

5. This Trade Contractor shall provide a passive means of fall protection for all its Work. Tie-offs will not be permitted as the only means of fall protection.

Trade Contractor includes furnishing, installing, and removing a horizontal net system under all formwork systems to insure a passive means of fall protection is in place at all times based on approved SSP.

6. Trade Contractor is expected to implement a deck forming system that eliminates the leading-edge fall hazard. Trade Contractor shall utilize a fully engineered decking system that can be set from below on rolling scaffolds or to implement a net system supported from the shores to prevent a worker from falling while setting ribs and plywood. Furthermore, any additional supervision required shall be included in this Contract.

NIBS 7. ~~There shall be no ladders to work floors.~~ Temporary stairs shall be built by Trade Contractor at the core until such time as the permanent stairs are in place.

8. There shall be an Exclusion zone identified by Trade Contractor and Construction Manager, 15' from tower face, for this Trade Contractor's rebar make-up area. The Exclusion zone shall be protected with wood barricades with gates and warning signage (plastic barrels and warning tape are not sufficient) by this Trade Contractor.

9. Upon completion of the stripping of formwork on any floor at any area, remove all forms, debris, banding material, excess concrete, rebars, tie wire, etc. and leave floor broom clean within the time period described in the schedule requirements of this Scope of Work. Includes clean-out of mechanical sleeves, curtainwall embeds, etc. Debris shall not be stockpiled around the site or adjacent to the building structures in order to avoid a safety, fire, or health hazard or delay any part of the job. Trucking and legal disposal of this Trade Contractor's debris and unusable lumber from the site is included and will be a continuing operation performed as an element of good housekeeping and shall be paid for by the Trade Contractor. If required, the removal of debris is to be included on overtime. All debris boxes shall be covered with tarps or netting in accordance with applicable local laws and the New York City Department of Building's rules and regulations regarding same.

10. Trade Contractor includes exterior loading platforms as required for the work. Includes a minimum of two (2) platforms at the stripping floor and two (2) platforms on the clean-up floor. Platforms shall be in accordance with all New York City Department of Building's rules and regulations. Supports for the rails for these platform boxes shall attach to the slabs, beams, or columns. Each loading platform shall have a minimum capacity of 5,000 pounds. No stripping material shall be removed from floors without use of loading platforms.

Additional reinforcing due to the loading platform is included.

11. Trade Contractor shall provide its own containers for cleaning and legal



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

rubbish removal. Clean-up shall be continuous, including the first-floor street area, around shanties and storage areas. Trade Contractor shall be responsible for all fines received for failure to perform cleaning of this Trade Contractor's debris and for all costs due to repair of damages caused to existing sidewalks, curbs and streets caused by Trade Contractor's crane, trucks, or other equipment used to complete the work. Trade Contractor shall use its own hoisting equipment for rubbish removal. Failure to perform cleanup work in accordance with the Construction Manager's requirements and schedule will result in a corresponding back charge to Trade Contractor. This Trade Contractor includes providing Monthly manifests from their carting company listing how much debris has been removed from the site. These manifests will also document the breakdown of recyclable components of from the debris that has been removed.

"9. Upon completion of the stripping of formwork on any floor at any area, remove all forms, debris, banding material, excess concrete, rebars, tie wire, etc. and leave floor broom clean within the time period described in the schedule requirements of this Scope of Work. Includes clean-out of mechanical sleeves, curtainwall embeds, etc. Debris shall not be stockpiled around the site or adjacent to the building structures in order to avoid a safety, fire, or health hazard or delay any part of the job. Trucking and legal disposal of this Trade Contractor's debris and unusable lumber from the site is included and will be a continuing operation performed as an element of good housekeeping and shall be paid for by the Trade Contractor. If required, the removal of debris is to be included on overtime. All debris boxes shall be covered with tarps or netting in accordance with applicable local laws and the New York City Department of Building's rules and regulations regarding same.

10. Trade Contractor includes exterior loading platforms as required for the work. Includes a minimum of two (2) platforms at the stripping floor and two (2) platforms on the clean-up floor. Platforms shall be in accordance with all New York City Department of Building's rules and regulations. Supports for the rails for these platform boxes shall attach to the slabs, beams, or columns. Each loading platform shall have a minimum capacity of 5,000 pounds. No stripping material shall be removed from floors without use of loading platforms.

Additional reinforcing due to the loading platform is included.

11. Trade Contractor shall provide its own containers for cleaning and legal rubbish removal. Clean-up shall be continuous, including the first-floor street area, around shanties and storage areas. Trade Contractor shall be responsible for all fines received for failure to perform cleaning of this Trade Contractor's debris and for all costs due to repair of damages caused to existing sidewalks, curbs and streets caused by Trade Contractor's crane, trucks, or other

EXHIBIT B

PROJECT NAME: Indigo Hotel

TRADE: Concrete Superstructure

PROJECT LOCATION: 120 Water Street, New York, NY

TRADE CODE : 03300

PROJECT #: 225

DATE: August 30, 2018

SCOPE OF WORK

equipment used to complete the work. Trade Contractor shall use its own hoisting equipment for rubbish removal. Failure to perform cleanup work in accordance with the Construction Manager's requirements and schedule will result in a corresponding back charge to Trade Contractor. This Trade Contractor includes providing Monthly manifests from their carting company listing how much debris has been removed from the site. These manifests will also document the breakdown of recyclable components of from the debris that has been removed.

12. Trade Contractor includes any additional shoring and/or re-shoring to aid in supporting construction loads for vertical fall protection system and exterior loading boxes to minimize additional reinforcing.

Trade Contractor shall engineer, furnish, install, relocate, maintain, and subsequently remove a hybrid pre-manufactured Formwork System/Deck Formwork System for the Work including, but limited to, the following requirements:

13. This Trade Contractor shall submit to the Construction Manager, and shall maintain on site for Building Department inspection, New York State (NYS) Professional Engineer (PE) signed and sealed formwork design drawings and calculations for all formwork assemblies for this Trade Contractors work in accordance with Section 3305.3.2.1. dated 2014 NYC Building Code. All shoring and reshoring, with locations, details, and sequence of removal to be submitted by Trade Contractor for review and approval of the Structural Engineer. Includes temporary shoring required due to the operations of this Trade Contractor.

Includes reshoring per code and Structural Engineer's requirements. Trade Contractor shall provide additional re-shores at loading point of formwork, or of equipment or material of others on floors. Re-shores shall be inspected daily for shrinkage and stability by Trade Contractor (Trade Contractor shall keep written records of these inspections). All perimeter re-shores and banding of same shall conform to current local laws. Perimeter re-shores shall be screw-jacked and banded back to interior shores, slabs or columns; wedges are not permitted.

14. All shoring, bracing, reinforcing, or other supports required for areas subjected to equipment and trucking loads imposed for the execution of the work. All of the above noted shoring or other work required by Trade Contractor must be designed by a professional engineer retained and paid by Trade Contractor and all necessary design drawings and calculations with a NYS P.E. stamp, shall be submitted for review by the Structural Engineer and any other authorities having jurisdiction.

15. Trade Contractor shall provide proper camber to formwork, as directed by the Engineer, to maintain specified floor and bottom of slab levelness. This Trade





Initials:
Page 35 of 50

19. Should the core slab preparation by this Contractor lag behind so that the permanent stairs cannot overlap one (1) floor with the temporary stairs, this Contractor shall either add resources to the core operation to maintain pace with construction or add additional levels of temporary stairs. Two (2) means of construction shall be provided to ensure that debris is contained in the climbing system.
20. Horizontal nets should be available. The Construction Manager has the right to require horizontal nets if this Contractor fails to ensure that debris falling between platforms shall consist of plywood over plans to prevent debris from falling. All working platforms shall consist of plywood over plans to prevent debris from falling. Protection System and the building are closed to prevent any debris from falling. Protection System showing events of protection system (dripers, wipers, etc.) for approval by the Construction Manager prior to fabrication of the system. This system shall be designed to provide protection from falling debris during the jumping operation. Contractor includes thorough cleaning of system prior to jumping operation.
21. Trade Contractor shall close any gaps observed in the field that may not have been apparent during the design process. Construction Manager's approval of jumping. Contractor shall close any gaps observed in the field that may not have jumping. Contractor shall clean up debris falling through the climbing system in no way relieves the Contractor of the obligation to ensure that the debris netting system is sufficient. If at any time debris falls through the protection system (while the system is stationary or jumping), this Contractor shall immediately rectify the situation - inclusive of providing horizontal nets should no other option be available.
22. Should the core slab preparation by this Contractor fail to ensure that debris falling between plans. Contractor to submit shop drawings of Vertical Fall falling between plans. Contractor to submit drawings of Vertical Fall falling between plans. Contractor to submit drawings of Vertical Fall falling between plans to prevent any debris from falling. All working platforms shall consist of plywood over plans to prevent debris from falling. Protection System and the building are closed to prevent any debris from falling. Protection System showing events of protection system (dripers, wipers, etc.) for approval by the Construction Manager prior to fabrication of the system. This system shall be designed to provide protection from falling debris during the jumping operation. Contractor includes thorough cleaning of system prior to jumping operation.
23. Trade Contractor shall insure that all gaps between the Vertical Fall system shall be sealed to prevent any debris from falling. All working platforms shall consist of plywood over plans to prevent any debris from falling. Protection System and the building are closed to prevent any debris from falling. Protection System showing events of protection system (dripers, wipers, etc.) for approval by the Construction Manager prior to fabrication of the system. This system shall be designed to provide protection from falling debris during the jumping operation.
24. Trade Contractor shall provide such shoring and perform any required work to prevent deflection and deformation of the slab perimeter on all floors.
25. Trade Contractor shall provide such shoring and perform any required work to prevent deflection and deformation of the slab perimeter on all floors.

SCOPE OF WORK

PROJECT NAME: Indigo Hotel	PROJECT LOCATION: 120 Water Street, New York, NY	TRADE CODE : 03300	DATE: August 30, 2018
----------------------------	--	--------------------	-----------------------

EXHIBIT B



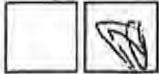
Page 36 of 50
Initials:

- inefficiencies due to these 3rd party crane inspections.
- to any issues that may arise. There shall be no claims for lost time or calculations as required, provide access to inspectors and will respond and react as required if applicable. This Contractor shall cooperate and shall provide Manager and has included any and all costs to complete the project.
26. Trade Contractor is aware that there shall be 3rd party crane inspection quarterly as required.
- Contractor is fully aware of the hoisting that will be provided by the Construction additional costs or time related to hoist times for the duration of this project. Manager and has included any and all costs to complete the project.
27. All costs and schedule impact due to inefficiencies related to hoist level. All costs and contractor personnel. These cars will reach to the Main Root dedicated to trade contractor personnel. One of these cars will normally be Construction Manager for the project.
28. There will be one (1) dual rack & pinion hoist (2 cars total) provided by the lights provided by others.
- others, provided that care is taken by this Trade Contractor to avoid damage to the Vertical Fall Protection System. Maintenance of the lights will be by any mounting brackets or stanchions for temporary lighting that may be attached to the Vertical Fall Protection System until the Vertical Fall Protection System is installed and in use for review by the Construction Manager.
29. Provide details for the protection systems to be utilized during the Vertical Fall Protection System showing all barriers, protection, and diapers for review by Construction Manager. The System shall be designed to prevent any debris or tools from falling through the formwork system.
24. Submit a section and elevation through the form system and Vertical Fall Protection Manager that may suffer damage during the course of the project.
23. All joints in formwork system shall be sealed as per the specifications such that there are no voids or leakage of concrete.
22. Additional panels for the formwork system shall be stored on site to replace required to maintain the schedule.
21. Formwork supports shall be designed to attach to top of slab top or top of beam or columns. It is this Contractor's responsibility to ensure that the required concrete strength is achieved to allow the formwork system to be jumpled as per NYC DOB.
20. The entire formwork system shall be custom designed and engineered specifically for this project, including designed to accept wind loads as required egress shall be provided at all times.

SCOPE OF WORK

PROJECT NAME: Indigo Hotel	PROJECT LOCATION: 120 Water Street, New York, NY	TRADE CODE : 03300	DATE: August 30, 2018
----------------------------	--	--------------------	-----------------------

EXHIBIT B



Page 37 of 50

27. Trade Contractor may be required to pick items of crane or rigging. Trade Contractor is to hoist the equipment and material at the discretion of the crane operator, oilers. The trade contractor which owns the crane shall provide the crane operators, oilers. This Trade Contractor to perform the picks during overtime hours if required for this Trade Contractor will be responsible for hoisting and placing on the floor. Trade Contractor is not responsible for other trades negotiations with this Trade Managerial picks if agreed with other trade contractors directly. Construction additional picks if agreed with other trade contractors directly. Construction Manager is not responsible for other trades negotiations with this Trade Contractor for use of crane or rigging. Trade Contractor is to hoist the equipment and place same on required floors, and in final location if possible. This Trade Contractor will be same on required floors, and in final location if possible. This Trade Contractor to maintain the Contract schedule durations. This Trade Contractor shall provide the crane operators, oilers. The trade contractor which owns the crane shall relocate same as coordinated with the Construction Manager and other operations as coordinated with the Construction Manager. These column cages will be at a mutually agreed location between Construction Manager and Trade Contractor.

28. Trade Contractor shall stage its lathing operations at a designated location approved by the Construction Manager and other operations as coordinated with the Construction Manager. These column cages shall be preassembled off site if practical. On site storage Rebar cages shall be preassembled off site if practical. Trade Contractor is aware that the sidewall bridges may be in place prior to Trade Contractors mobilization. The bridge will be set at heights to allow for truck access (once there is a ground floor slab).

29. Trade Contractor will adhere to all requirements of NYC Local Law 70 regarding reclamations of concrete washout water.

30. Trade Contractor is aware that the sidewall bridges may be in place prior to Trade Contractors mobilization. The bridge will be set at heights to allow for truck access (once there is a ground floor slab).

31. Trade Contractor shall provide a minimum of two (2) axis lines and eight (8) benchmark elevations on all floors for use by other trade contractors.

32. This Trade Contractor shall submit the following surveys to be performed using a surveyor licensed in the State of New York:

1. Slab edge or shear wall location at all four sides of each elevator shaft. Two points on each side of each shaft to be taken at every floor. Tolerance must be maintained within +/- ¼" from theoretical at the entire rise of each shaft. Slab

a surveyor licensed in the State of New York:

2. Trade Contractor shall submit the following surveys to be performed using a surveyor licensed in the State of New York:

1. Slab edge or shear wall location at all four sides of each elevator shaft. Two points on each side of each shaft to be taken at every floor. Tolerance must be maintained within +/- ¼" from theoretical at the entire rise of each shaft. Slab

SCOPE OF WORK

PROJECT NAME: Indigo Hotel
PROJECT LOCATION: 120 Water Street, New York, NY
TRADE: Concrete Superstructure
TRADE CODE : 03300
DATE: August 30, 2018
PROJECT #: 225

EXHIBIT B

EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE:

August 30, 2018

SCOPE OF WORK

- edge survey is included.
2. Plumb survey of building exterior at each floor for no more than 1" tolerance.
 3. Differential survey taken each month. Settlement survey points to be at all four corners of the building and at all four corners of the core (a total of eight (8) points per floor). Survey to be conducted at every four (4) floors once a month. Any adjustments to the column heights required by the Structural Engineer are included in this Contract Price.
 4. Slab surveys showing elevations of each floor slabs on a 10'-0" x 10'-0" grid. Surveys to be completed post pour.
 33. Prepare and submit for the Architect's and Engineer's approval, design mixes for all of the various strengths of concrete to be placed. All concrete design mixes shall be stamped by a New York State (NYS)-licensed Professional Engineer (PE) and shall be in strict conformance with the Contract Documents and submitted within two weeks of award of this Trade Contract. This Trade Contractor is responsible for obtaining approval from structural engineer and all New York City Agencies having jurisdiction. This Trade Contractor shall be responsible to sign off on all concrete design mixes for TR-3 filing with NYC DOB. This Trade Contractor will ensure that Trade Contractor and its concrete supplier(s) sign off on their portions of the TR-2 inspection forms as soon as the TR-2 forms are prepared by the Owner's Independent Inspection Agent.
 34. All of the Trade Contractor's Work shall be tested and inspected by a testing agency and engineer in accordance with the specifications. Such testing agency/engineer shall be selected by the Owner or Architect/Engineer, and all compensation for the testing agency/engineer shall be borne by the Owner. Trade Contractor shall cooperate fully with the personnel of such testing agency/engineer and shall provide at no additional cost to the Owner, manpower, drawings, facilities, scaffolds, storage and curing boxes, etc., to assist the testing agency/engineer personnel in the execution of their testing, collection of samples and inspection. It shall be the responsibility of this Trade Contractor to notify the testing agency/engineer through the Construction Manager prior to commencement of the Trade Contractor's work. The Trade Contractor shall not perform any work unless such testing agency/engineer personnel are present or have been given a reasonable amount of notice. Cost incurred for inspection for rejected materials or unapproved installations will be by this Trade Contractor. Trade Contractor shall provide heated, insulated box for cylinder storage.
 35. This Contractor shall not place any concrete, which has been rejected by the testing agency's engineer.

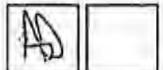


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

36. Provide weekly inspection reports of the pump riser condition and wall thicknesses to Construction Manager for their review. It is solely this Trade Contractor's responsibility to ensure pump risers are of sufficient thickness to resist pumping pressures by a certified technician approved by the Construction Manager.
37. Construction Manager has the right to supervise concrete placement, any plants, and reserves the right to reject any concrete deemed unacceptable.
38. Trade Contractor includes all provisions necessary for concrete pumping operations such as foundation pads, inertia blocks, permits, traffic arrangements, etc. Location of pumps shall be approved by Construction Manager and Engineer of Record. All drawings, calculations, and P.E. stamp necessary for pump is included
39. Pump risers shall be cleaned at the end of every work day and checked daily to ensure they are in proper working condition. Trade Contractor shall submit a written inspection report at the end of each work day.
40. The infill of pump riser openings by Trade Contractor after removal of pump riser must follow immediately behind the riser removal. An agreed value of this infill Work will be included on the schedule of values
41. Trade Contractor shall provide overhead protection at the concrete pumps along with a plywood enclosure with sound attenuating blankets to reduce airborne noise.
42. Trade Contractor is aware that the logistics plan has not been finalized and this Trade Contractor shall cooperate with the Construction Manager to locate the pump risers and horizontal runs.
43. Cure all concrete immediately after finishing or stripping forms by keeping surfaces wet or applying curing compound or other approved methods, as required by the specifications.
44. All projections shall be ground smooth and all voids filled on surfaces exposed to view. Includes removal and patching of shear wall ties. Corridors will be flash patched/leveled on overtime if schedule impacts trade work being performed during regular hours.
45. The Trade Contractor shall obtain and pay for all permits and certificates required for all cranes, derricks, hoist equipment, and other equipment they may bring onto this project and any other oversized trucking loads for the Trade Contractor's operation. Trade Contractor shall engage its own Engineer and Expediter for producing and filing P.E.-stamped documents and obtaining any such permits and certificates. Any off-hours work required or scheduled will be



EXHIBIT B**PROJECT NAME:** Indigo Hotel**PROJECT LOCATION:** 120 Water Street, New York, NY**PROJECT #:** 225**TRADE:** Concrete Superstructure**TRADE CODE :** 03300**DATE:** August 30, 2018**SCOPE OF WORK**

coordinated with the Construction Manager and Owner will obtain and pay for any AHV fees that apply. Trade Contractor shall employ and pay for a Master Rigger when required by NYC DOB Cranes and Derricks Division. Any FAA filings for cranes, booms or form systems (as required) is included in this Trade Contract.

46. Trade Contractor shall provide all cranes, rigging, concrete pumping, etc. for all of its work. Trade Contractor shall coordinate with Construction Manager for crane and pump placement. Trade Contractor shall be responsible for all permits and approvals required for the erection, use and dismantling of the crane(s). Trade Contractor shall provide and file crane layout drawings and loading calculations on adjacent structures stamped by an NYS Professional Engineer. Trade Contractor shall provide all temporary supplemental support/bracing required for crane loading, thrust blocks, etc. The set-up, assembly, and use of any crane, lifting equipment, pumps or articulated boom pumps shall not proceed without Construction Manager approval of the Job Safety Analysis and Pre-Task Plan. Trade Contractor shall submit all crane engineering to the Construction Manager's third-party inspector for approval prior to construction. Note that Trade Contractor will promptly address any concerns or issues raised by the Construction Manager' third party crane inspector throughout the project.
47. Since the requirements of the Building Code of the City of New York calls for a Certificate of On-Site Inspection for Cranes, this Trade Contractor will furnish to the Construction Manager all information of positions of the crane, along with pertinent loads for the operation of such equipment including necessary on-site inspection and submittals certified as to accuracy and location by a Professional Engineer, licensed to practice in the State of New York, engaged by the Trade Contractor. Includes all costs of compliance with all of the requirements of the NYC DOB Tower Crane regulations.
48. This Trade Contractor is aware of the structural capacities of areas to be used for this Trade Contractor's equipment and material storage and shall not exceed rated capacities without taking appropriate steps to compensate for the imposition of the construction loads which may exceed the design criteria. Any modification, temporary or permanent, to the building's structural frame required to support this Trade Contractor's work is included. This Trade Contractor will provide all drawings, calculations, pontoons, and additional steel support for the crane if required and bracing steel for foundation wall if required. This Trade

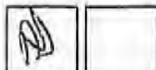


EXHIBIT B**PROJECT NAME:** Indigo Hotel**PROJECT LOCATION:** 120 Water Street, New York, NY**PROJECT #:** 225**TRADE:** Concrete Superstructure**TRADE CODE :** 03300**DATE:** August 30, 2018**SCOPE OF WORK**

Contractor will submit drawings which indicate all staging loads and storage loads for review and approval by the structural engineer.

- 49. This Trade Contractor will be responsible for the daily cleaning of the concrete washdown area during its pour operations. In addition, Trade Contractor shall provide weekly cleaning of adjacent catch basin, and at the conclusion of this Trade Contractor's work, or as required. Trade Contractor shall verify the satisfactory operation of all catch basins to the Construction Manager. Trade Contractor shall be responsible for removal and legal disposal of accumulated concrete washout from the site per NYC Local Law 70 of 2011.
- 50. In addition to cleaning and housekeeping requirements listed under other WRK. items, Trade Contractor shall shovel clean all floors one time. Trade Contractor shall be responsible for bringing debris to street level in own containers and removal and legally dispose them from site. (This Trade Contractor shall also provide carting recycling records for LEEDs credit if applicable).
- 51. This Trade Contractor shall provide a full time Concrete Safety Manager who is fully registered with NYC DOB. The Concrete Safety Manager must be present to oversee all concrete operations for the duration of the project. The Concrete Safety Manager must coordinate directly with the Construction Manager's Site Safety Manager. Trade Contractor shall comply with the recommendations of the Construction Manager's Site Safety Manager in addition to the rules and regulations of the NYC Department of Buildings and all other governmental agencies having jurisdiction, and the requirements established by the safety auditors of the Owner's insurance company.
- 52. Winter Protection, blankets, hot water and concrete admixtures or any other item to meet the requirement in the Contract Documents, is included in this Contract Price (from November 15, 2019 until March 30, 2019, and Winter of 2018/2019 if required). Schedule durations assume and absorb any and all impacts associated with winter heat operations. This trade contractor will provide tarps and CM will provide heaters.
- 53. Trade Contract includes all costs for Hot Weather concrete as defined in section 033000 including admixtures for the duration of this project. This concrete is not defined as 'mass concrete' and the maximum temperature allowed for the concrete at the point of discharge is 95 degrees per Specifications. Provide ice as an add alternate.
- 54. Install all precast wall anchor embeds), elevator inserts, hoist inserts, railing sleeves and embed plates, and all other embedded items furnished by others. Layout drawings will be provided by others. Trade Contractor will be responsible



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

for all corrective work due to improper placement of inserts and/or embedded items after trade contractor embed inspections.

55. Install in the formwork any and all other embedded items such as corner guards, support angles for all gratings, elevator inserts, hoisting hooks, machine beams, inserts required for the suspension and anchorage of entrance canopies, etc. Embedded items, complete with template and/or installation sketches, will be furnished tailgate by others.
56. This Trade Contractor understands that the drawings are not fully coordinated to show all mechanical penetrations. This Trade Contractor shall provide all penetrations, box-outs, chases, recesses and openings for all mechanical, plumbing, fire protection and electrical services, rubbish chutes, etc. as required.
Trade Contractor is responsible for all of the above inclusive of additional rebar whether or not they are all shown on Contract Documents. Includes all modifications to the superstructure in order to accommodate these penetrations at no additional cost, provided that penetrations are identified on the coordinated MEP drawings prior to placement of concrete.
57. Coordination with the work of the Mechanical, Electrical, Plumbing, and Fire Protection trades and other surrounding trades is required by trade Contractor both prior to commencement of its operations and also during performance of the Work. Trade Contractor shall allow for special loading requirements for piping or equipment that become apparent in the field and make minor changes in the placing of reinforcing, etc., in accordance with the requirements of mechanical trades and the Structural Engineer at no additional cost.
58. Trade Contractor is aware of Construction Manager's requirements to allow for access to the core while shores and re-shores are in place. No shoring posts shall block access to the core. Trade Contractor shall use headers at all core openings if shores are required by the engineer.
59. Shop drawings, including reinforcing steel, shall be prepared as required. This Trade Contractor includes shop drawings submitted electronically or via hard copies, or both, whichever is requested by the architect/engineer.
60. All shop drawings, catalogue cuts, submittals, etc. shall be submitted to Construction Manager with enough lead time to allow for Architect's and Engineer's review, and subsequent resubmittal if required. Trade Contractor shall be responsible for all overtime costs which may arise due to noncompliance. Trade Contractor to provide a submittal schedule for review and approval within 2 weeks of award.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

61. Furnish and install knock-out slab details Two (2) future elevators and two (2) future stairs. Size of elevator knock-out should be similar to what is indicated in the Contract Documents.
62. This Contractor will adhere to the following schedule:
 1. There shall be a four (4) day pour cycle for each floor once typical floor is reached.
 2. Submittal Schedule with submission dates within two (2) weeks of Contract award.
 3. Submit all product data and samples within four (4) weeks of Contract award.
 4. Ready for commencement of concrete operations during the third quarter of 2018. Project can start up to 6/31/18 without increased costs. Refer to Exhibit E for costs of start after 6/31/18.
 5. Trade Contractor will include all overtime in the Contract Price to complete work in accordance with the following schedule:
 - I. Prepare and submit proposed logistics plan including cranes, pumps and pump riser locations, subject to Construction Manager's approval.
 - II. Submit all concrete design mixes, stamped by NYS PE: Starting fourteen (14) days after Contract Award for low and high strength mixes.
 - III. Submit designs for Crane Pad(s) and /or Crane Engineering 1 week of award for location & size of pad, 4 weeks of award for the completed design.
 6. Prepare and submit complete formwork shop drawings: Twenty-One (21) days after Contract Award (this included the climbing form system drawings).
 7. Prepare and submit any required shoring and additional reinforcing requirements: twenty-one (21) days after Contract Award.
 8. Submission of rebar shop drawings and other submissions with the following schedule is to be maintained: Eight (8) weeks after Contract Award, submit first two (2) floors, and then every two (2) weeks after, another four (4) floors are to be submitted. All rebar shop drawings shall be submitted within six (6) months of award.
 63. The schedule is also inclusive of any and all potential lost time resulting from anything directly related to and/or caused by the Trade Contractor's operation. This includes, but is not limited to lost time due to the following:
 - I. Outages or breakdowns, required maintenance, inspections, etc. of any and all of the Trade Contractor's equipment such as cranes, pumps, placement booms, etc.
 - II. Inability to jump cranes to accommodate schedule.
 - III. Late delivery of climbing form systems.
 - IV. Inability to jump climbing form systems due to mechanical issues and/or insufficient strength/curing of the structure.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

- V. Lost time due to clogs/breakage in concrete risers.
 - VI. Any and all DOB stop work orders resulting from this Contractor's actions.
 - VII. Inability to provide timely concrete, consistent with approved characteristics.
 - VIII. Inability to fabricate and furnish reinforcing in a timely manner.
 - IX. Inability to provide sufficient heat to maintain pour schedules.
 - X. Insufficient manpower.
 - XI. Compliance with all safety requirements per Contract Exhibits and/or NYC DOB.
 - XII. Wait times for Vertical Transportation.
64. The schedule shall include Two (2) work days per month allowance for lost time due to weather. All lost time due to weather shall be evaluated the day the lost time occurs. It will be mutually agreed upon as to the extent of the lost time, whether it is partial or complete day, etc. This determination will be made based on which concrete trades were impacted, for how long, and if this may or may not have impacted the forward progress of the work. Lost time will be determined to be either partial (one quarter or one half) or full days to the overall concrete schedule. There will be a formal acknowledgement signed by any one of three (3) CM employees, being the Project Executive, the Senior Project Manager, or the Project Manager for the Structure. Should formal notification not be obtained by the Construction Manager the day the lost time occurs, there will be no extension of time for that day.
65. It is clearly understood that there will be no increase to the Contract Price for any of the lost time as described above. Any and all cost associated with lost time is the responsibility of the Contractor and is deemed included in the Contract Price. The lost time due to weather will only result in an extension of time.
66. The Set up and dismantling of the formwork system, the Vertical Fall Protection System, and tower cranes is included in the Contract Schedule.
67. The Superstructure Concrete Schedule is identified in Exhibit E.
68. Trade Contract amount includes concrete encasement of high voltage electrical risers, fire pump conduits, and fire alarm systems if required.
69. Furnish and install all dovetail slots for masonry walls. Dowels shall be bent to upright position by this Trade Contractor.
70. Any un-sized or unscheduled beam indicated in plans, sections, or details shall be included based upon an assumed size of 24" wide x 36" deep with a reinforcing density of 400 lbs./cuyd.
71. Trade Contract Price includes all bending of horizontal and vertical reinforcement for all curved and sloped walls. There shall be no claims for any difficulty encountered for such bending work.

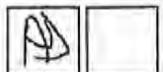


EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

72. Trade Contractor includes any required cambering or additional shoring to ensure that balconies meet project tolerances.
73. Trade Contractor understands that MEP equipment may be landed on Mechanical levels as concrete superstructure is being built. Trade Contractor includes coordination, designing and modifying shoring and re-shoring to avoid equipment. Trade Contractor will pour monolithic pads for all MEP Equipment as required in the Contract Documents and includes any additional shoring for equipment loads. Trade Contractor will pour monolithic pads for Air Handlers and the Emergency Generator (prior to building formwork for Bulkhead Roof Beams) and includes any additional shoring for equipment loads.
74. Trade Contractor to include an Equipment Floater Policy for all Equipment on the Jobsite. Limits are to be adequate to insure the replacement value of the equipment as well as any damages due to equipment failure.
75. All reinforcing shall be epoxy coated for all exposed areas such as balconies, ring beams at the roof, and bulkhead roof beams as shown on drawings.
76. All Qualified safety supervision must be approved by Construction Manager's EH&S Operations Manager. Trade Contractor will provide licensed Concrete Safety Manager, and will provide additional safety supervision and labor as required to comply with project safety requirements in Scope of Work and Exhibits G. Trade Contractor will conduct weekly site audits and will provide findings to Construction Manager during weekly safety meetings. Contractor to include Nets under the decking operation, passive fall protection or proprietary deck systems to be used in construction of concrete superstructure, no pure stick building of formwork will be allowed (minimum of engineered legs and engineered stringers with horizontal nets). Trade Contractor to provide a robust fall protection program along with hierarchies of controls for work at heights and perimeters. Trade Contractor to provide a robust and comprehensive EH&S Manual along with Job Hazard Analyses. Pre-Task Plans should focus on work at elevated heights, material handling and tool use. Daily Huddles must be conducted as well as Trade Contractor coordination meetings. Trade Contractor must include a Return to Work, Light Duty, and Modified Duty policy as well as a detailed "Incident/Accident" management program. All safety requirements in the Scope of Work, Exhibit G must be followed.
77. Subject to Owner's approval, retention on Contractor amounts shall be 10% until the Contractor's Work has reached 90% completion and further retention of 5% thereafter and entire balance of retention shall be released upon completion of the Work with Owner and Lender's prior written approval.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

78. Trade Contractor shall receive, unload, hoist, distribute, and install into formwork, threaded inserts into concrete slabs on every slab along building perimeter where the spacing between the columns exceeds twelve feet (12'). Contractor would also install steel stanchions, at each of these threaded inserts.
79. Project Manager, Project Foreman and on-site daily Concrete Superintendent will not be removed or reassigned from the Project without notification to the Construction Manager.
80. This Trade Contractor includes minor excavation for formwork work as required.
81. This Trade Contractor includes to form, pour and strip all new reinforced concrete walls, floors, slabs, ramps, footings, columns, beams, etc. as required
82. This Trade Contractor includes to form, pour and strip all elevator pits, sump pits, ejector pits, house traps, etc. as required by Foundation Contractor.
83. This Trade Contractor includes to provide concrete topping at all floors as required.
84. This Trade Contractor includes to provide all wire mesh, rebar, ties, chairs, etc. as required for all new reinforced concrete and slabs.
85. This Trade Contractor includes to provide all epoxy coated rebar as required.
86. This Trade Contractor includes to provide all grouting at elevator saddles as required by Mason Trade Contractor.
87. This Trade Contractor includes to provide all control joints & expansion joints as shown and required.
88. This Trade Contractor includes to provide all self-jacking formworks at all floors as required.
89. This Trade Contractor includes to furnish and install all new housekeeping pads for mechanical equipment as required.
90. This Trade Contractor includes to form, pour and strip all new interior concrete curbs, stairs, ramps, and all related concrete work items.
91. This Trade Contractor includes to provide all concrete curbs at Rooftop Mechanical Equipment as required.
92. This Trade Contractor includes to provide Rat slab and finished concrete slab over "boxes" at sub-slab depressurization system.
93. This Trade Contractor includes to provide all new concrete fill on metal deck at ramps, slabs, bulkheads, stair pans, landings, metal deck, etc. as required.
94. This Trade Contractor includes to provide concrete encasement of electrical conduits as required and as shown on drawings.
95. This Trade Contractor includes to furnish and install concrete pad for hoist as required.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

96. This Trade Contractor includes to provide reinforcing for all CMU walls at new installation as required.
97. This Trade Contractor includes the maintenance of ramps, work areas, staging areas, roadways, etc. as required.
98. This Trade Contractor includes to street sweeping during excavation and concrete superstructure as required.
99. This Trade Contractor includes the installation, maintenance, clean-up, etc. of all pads, wash-down, trucking, etc. for all material, concrete as required.
100. This Trade Contractor includes to provide all concrete mixes, strengths, etc. per plans and specifications.
101. This Trade Contractor includes to provide all rebar, ties, mid bars, etc. per schedules.
102. This Trade Contractor includes to provide all patching, filling, grinding and rubbing of concrete walls and seams at all new concrete areas.
103. This Trade Contractor includes to provide all dovetail anchors in foundation walls to accept masonry partitions (Furnish by Other).
104. This Trade Contractor includes to provide floor hardeners, dust proofing and sealers as required.
105. This Trade Contractor includes to provide Winter Concrete additive including hot and/or chilled water as required as add alternate.
106. This Trade Contractor includes to provide Winter Concrete protection as required.
107. This Trade Contractor includes to provide all box outs and depressions, sleeves, opening reinforcement, etc. as required.
108. This Trade Contractor includes to provide all Exterior Fall Protection/Netting as required.
109. This Trade Contractor includes to provide all temporary handrails at all poured in place stairs.
110. This Trade Contractor includes to provide temporary protection of adjacent structures as required. By CM
111. This Trade Contractor includes to provide all pumping of concrete and filling of pump holes at completion, including all operation and removal as required.
112. This Trade Contractor includes to provide Fire Watch as required. GC will provide electric heaters.
113. This Trade Contractor includes to install all pipe sleeves, anchor bolts, plates, etc. from other trades as required.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

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DATE: August 30, 2018

SCOPE OF WORK

114. This Trade Contractor includes to supply all required road plates and temporary asphalt patching as required, inclusive of all removals as required.
115. This Trade Contractor includes to provide grout, patch, infill, and all pitch pockets as required.
116. This Trade Contractor includes to furnish and install Stairs connecting Cellar and First Floor by Foundation Trade Contractor.
117. This Trade Contractor includes to install stair nosings furnished by others.
118. This Trade Contractor includes to furnish and install Sloped Light Weight Concrete fill at Rooftops and Terraces as required.
119. This Trade Contractor includes to install trench drain frame as required.
120. This Trade Contractor acknowledges that Work is based on Monday through Saturday six (6) day work week during permit specified hours and during OVERTIME hours.
121. This Trade Contractor acknowledges that Work is based on non-union labor.
122. This Trade Contractor includes to provide ten (10) picks for mechanical equipment.
123. This Trade Contractor includes to provide Winter Concrete Additive & Protections as \$700/ Deck.
124. This Trade Contractor includes to provide Winter Concrete Protection as required.

Additional Requirements:

125. This Trade Contractor includes all 'Air Monitoring and Testing and Associated Reports for its trade.
126. This Trade Contractor includes all Municipal and Agency Inspections and Testing as required. (Controlled inspections by others)
127. This Trade Contractor includes all permits and filing as required (including all renewals).
128. This Trade Contractor includes all reports, manuals, sign-offs, certifications from manufacturers and installers, etc. as required for its trade.
129. This Trade Contractor includes all coordination with all project contractors as required.
130. This Trade Contractor includes all coordination w/ utility companies and regulatory authorities as necessary.
131. This Trade Contractor includes all temporary services, equipment, etc. as required for its trade.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

TRADE: Concrete Superstructure

TRADE CODE : 03300

DATE: August 30, 2018

SCOPE OF WORK

132. This Trade Contractor includes to receive, handle, store, secure and install all materials and equipment for its trade.
133. This Trade Contractor includes inspection of all structures and identification of areas requiring remedial work prior to installation of any of its materials.
134. This Trade Contractor includes all installations, maintenance, removals and reinstallation of OSHA, Fall Protection, Slab Opening Protection, etc. as required for its trade.
135. This Trade Contractor includes all rigging, hoisting, outriggers, scaffolding, ladders, etc. as required for its trade (including all removals and relocates).
136. This Trade Contractor includes all shoring, reshoring, temporary supports and work and removals of same as required for its trade.
137. This Trade Contractor includes all manpower, machinery, equipment, trucking (to and from site), fuel, surcharges, etc. for all work for its trade.
138. This Trade Contractor includes all necessary welding, cutting, moving, etc. of material as required, including electrical connections and welding machines.
139. This Trade Contractor includes all penetrations, core drills, slab openings, sleeves, straps, anchors, shims, clips, supports, angles, etc. as required for its trade.
140. This Trade Contractor includes all caulking, sealants, firestopping, setting beds, etc. of all penetrations and core drills as required for its trade.
141. This Trade Contractor includes all required protection, barricades, etc. as required for its trade.
142. This Trade Contractor includes all shanties, gang boxes, secure storage, etc. for its trade.
143. This Trade Contractor includes all maintenance and clean-up of its shanty, staging area, work area, etc. daily.
144. This Trade Contractor includes all traffic control, flagmen, etc. as required for its trade.
145. This Trade Contractor includes all mobilization and demobilization of site as required.
146. This Trade Contractor includes Full Time Project Management, Concrete Site Safety Manager, Site Supervisor, Fire Watch personnel as Required.
147. This Trade Contractor includes to provide protection of all installed and stored work as required.
148. This Trade Contractor includes all phasing as required for TCO, Construction Manager Scheduling, etc.



EXHIBIT B

PROJECT NAME: Indigo Hotel

PROJECT LOCATION: 120 Water Street, New York, NY

PROJECT #: 225

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DATE: August 30, 2018

SCOPE OF WORK

149. This Trade Contractor includes to comeback and out of sequence work as required, including hoist areas.

End of Scope



TRADE CONTRACTOR SCOPE SHEET CHECKLIST			
TRADE: CONCRETE SUPERSTRUCTURE CSI: 03300			
 Project: 120 WATER STREET, NEW YORK, NY TRADE CONTRACTOR NAME: County-Wide Construction Corp. TELEPHONE #: 914-336-2200 CONTACT: Mark La Sala			
8/30/2018			
	Scope	Scope	
	Check	Greas	
	✓	✓	
	YES	NO	
General Requirements			
1	Comply with All City, Local and Building Codes		
2	Comply with All OSHA & TRG LLC Safety Rules and Regulations & NYC, NY State Local Rules and Regulations		
3	Comply with All Plans & Specifications		
4	Comply with DEP regulations and requirements & NYC, NY State Local Rules and Regulations		
5	Shop Drawings, Submittals and Samples and Coordination of same.		
6	Site Visit prior to bidding		
7	Layouts, Access Lines, Benchmarks and Surveys from TRG Benchmarks and Points		
8	Mock-ups for two (2) guest Rooms, Demo and rebuild per Owner, Architect and Brand		
9	Warranties and Guarantees		
10	As-Builts		
11	Payment and Performance Bond		
12	Punch list & grinding smooth all shafts, curbs, stairs and exterior shear wall or any exposed concrete		
13	Taxes as Required		
14	Insurance as per Exhibit C - Insurance requirements		
15	Comply with TRG Safety Document as per the Contract for all hazards, as applicable		
16	All Necessary Mold, Special, etc. Insurance, if Required		
17	Contract is subject to approval by The Rinaldi Groups SDI Carrier		
18	DOP/CCIP if applicable		
19	Subguard if applicable		
Drawing Manifest			
20	Architectural Set - Exhibit A-GMP Drawing Manifest dated 2-10-17		
21	Structural Set - Exhibit A-GMP Drawing Manifest dated 9-12-17		
22	MEP Set - Exhibit A-GMP Drawing Manifest dated 2-10-17		
23	Support of Excavation Set - Exhibit A-GMP Drawing Manifest dated 10-04-17		
24	GEODESIGN INC - Exhibit A-GMP Drawing Manifest dated 10-04-17		
Scope of Work (Including, But Not Limited To):			
Furnish & Install the Following:			
Project Specific Requirements:			
26	This Trade Contractor shall furnish and install all required reinforced concrete at Floors 1st floor through 25th, Roof, EMR, Mechanical, and Water Tank including all slabs, columns, shear walls, balconies, fill slabs, cantilevers, beams, transfers, ring beams, radiused slab edges, haunch walls, all walls not in contact with earth, stairs, stair platforms, beam encasements, concrete toppings, concrete sealers and hardeners, forms, formwork, form ties, shores, re-shores, bracing, scaffolding, hoisting, expansion joints, pre-molded expansion joints, etc.. This Trade Contractor shall also provide all reinforcing steel, chairs, welded wire mesh, epoxy coated reinforcement, post-tensioning cables (or alternatively, SAS bars) indicated for balconies, rebar couplers, splices, mechanical splices, bar couplers, threaded rebar, reveals, water steps, crack control & key devices, etc. including all rebar shop drawings and detailing required for a complete installation of all superstructure concrete work.		
27	The Work of this Trade Contract begins at the top elevation of the foundation, piers on footings, and mat slab, wall piers at the construction joints at the top of the foundation walls and up through and including the 25th, Roof, EMR, Mechanical, and Water Tank beams and slabs and as follows: 1. This Trade Contractor shall furnish and install all Work marked "Concrete Column (see schedule for reinforcing)" or "Concrete Column see Column Schedule for Reinforcement" on the foundation drawings and all details that apply within the Contract Drawings. 2. This Trade Contractor shall furnish and install all reinforcing bars with lap splices or couplers from the 1st floor level up to 25th Floor including Roof, EMR, Mechanical, and Water Tank. Includes pulling and straightening fold-out bars or dowels in foundation walls. 3. This Trade Contractor shall furnish and install all reinforcing bars (rebars) and laps for rebar stubbed out of footings, piers and walls by the foundation contractor for this contractor's columns and walls as may be required per the Contract Documents. All required coordination with the foundation contractor is included. This Trade Contractor shall survey the bars prior to fabrication of reinforcing to allow for any differences in tolerance between the foundation installation and the first lift of tower bars. Assume that the top of the Core Area Foundation Mat and spread footings are at Elevation -11.00' - include columns and shear walls, except where deeper in depressed core mat area at elevator pits. If required Trade Contractor will extend Columns as required to meet designed elevations. 4. Includes bending down of all rebar dowels (installed as part of the foundation contract) protruding from tops of walls which are to be incorporated in this Trade Contractor's pour. Includes bending up and/or straightening rebar dowels protruding from footings, piers, or slabs as required. Trade Contractor shall continue to provide and maintain impairment-protection re-bar caps on all rebar dowels, including those cast into foundations by others, at foundation slabs, walls, footings, piers, and at Trade Contractor's elevated slabs, walls, and columns. For Columns bearing on foundation walls assume that the Elevation of the top of the foundation wall is equal to the underside of the ground floor slab as noted on Architectural Drawings. 5. Includes concrete from top of the new foundation walls as observed in the field (even if the as-built elevation is lower than what is shown on the Contract Documents). This Trade Contractor is responsible for the sidewalk haunch at the top of the foundation walls by Foundation Contractor. Countywide to check before mobilizing. 6. Sidewalks and curbs are excluded from this Scope of Work.		



TRADE CONTRACTOR SCOPE SHEET CHECKLIST

TRADE: CONCRETE SUPERSTRUCTURE

CSI: 03300

Project : 120 WATER STREET, NEW YORK, NY		8/30/2018
TRADE CONTRACTOR NAME:	County-Wide Construction Corp.	Scope
TELEPHONE #:	914-336-2200	Check
CONTACT:	Mark La Sala	✓
		✓
	YES	NO
28	<p>9. Provide concrete work as required at all changes of slab elevation, designed depressions, including drops, ramps and all perimeter depressions. Furnish and install all lightweight concrete f/i slabs on high-density Styrofoam insulation on the First Floor. Furnish and install 8" wide keyed and reinforced concrete curbs at storefront at every location on the Ground Floor perimeter all balcony and roof sections where required. All the Work of this item shall be performed as come-back work at no additional cost when directed by Construction manager.</p> <p>10. MEP sleeves will be provided by others.</p> <p>11. Furnish and install concrete pads for Main Roof Level for all MEP Equipment, Air Handler Units (AHU's) and Generator. Install any embeds furnished by others for this Work. Coordinate Work with the MEPS (Mechanical, Electrical, Plumbing, Sprinkler) contractors to provide all other required housekeeping equipment pads as per Contract Documents and approved coordination drawings.</p> <p>12. Install steel corner guards, furnished by others, into concrete columns. Concrete infills of box-outs at slabs-on-grade for columns are by others.</p> <p>13. Install embeds and anchor bolts, furnished by others as required by coordination drawings and Contract Documents.</p> <p>14. Install embeds furnished by others into floor slabs and columns for precast exterior.</p> <p>15. Install embeds furnished by others as required per all Contract Documents.</p> <p>16. This Trade Contractor includes stripping and cleaning of all embeds.</p>	Yes
29	Concrete mixes for all of Trade Contractor's Work shall be designed by a New York State-licensed Professional Engineer (PE), engaged directly by this Trade Contractor, immediately upon award of Contract. It is this Trade Contractor's responsibility to ensure that all concrete mix designs are approved by Architect, Engineer and NYC DOB such that there is no delay to the start of the Work. Concrete mixes shall be provided within two (2) weeks of contract award.	Yes
30	Furnish and install coordinated slab openings for mechanical, plumbing, electrical and sprinkler penetrations (tapered box-outs) and electrical risers (ganged sleeves in structural boxouts). Cast in wire lath across each box-out opening as secondary opening protection (wire lath will be removed by others). These openings, once filled with their respective MEPS (Mechanical Piping, Electrical, Plumbing, Sprinkler) risers and piping, shall be firestopped with concrete by this Trade Contractor, when directed by the Construction Manager, as comeback work at no additional cost. Perform all concrete firestopping and/or patching of all MEPS slab penetrations (after mechanical piping, plumbing, electrical, and sprinkler work is installed) or slots (from 1st floor up through Bulkhead Roof) excluding those openings enclosed in a fire rated shaft. The tops and bottoms of slabs shall be sealed with concrete after MEPS work is installed. Included is all forming as required. Trade Contractor acknowledges that this is a two-step firestopping operation; first to patch around the riser slab penetrations as described above; and second, to patch after the tub waste connections are installed. Not all MEPS penetrations are shown on drawings and will be issued as fully coordinated drawings. Fire caulking of the angular spaces within individual sleeves to piping, or providing metal fire angles at ductwork to concrete opening slab edges in structural boxouts, shall be by others. Rat patching, MEP penetration are included.	Yes
31	CM will provide this trade contractor benchmarks every 2-3 floors for proper layout and other trade coordination Trade Contractor shall furnish, install, and subsequently fill in all temporary openings and sleeves in walls and slabs required for this Scope of Work as follows: 1. This Trade Contractor shall furnish and install the additional reinforcing of the slabs as required to support the hoist mast. This Trade Contractor is responsible to coordinate all required slab openings with the Hoist Trade Contractor and the approved hoist drawings. 2. The common hoist platform will have a landing accessing each floor at each level, on one side or another provide by others. Hoist trade contractor to coordinate any required embeds with this Trade Contractor.	Yes
32	3. Trade Contractor shall furnish and install the additional reinforcing of the First-Floor slab to accommodate the trailer truck loading and unloading if required. 4. Trade Contractor shall provide couplers for reinforcing bars at all temporary openings for subsequent opening structural infills. Trade Contractor may bend reinforcing for these temporary openings out of the way of opening access in lieu of utilizing reinforcing couplers, only at locations approved by Construction Manager and Structural Engineer. It is the responsibility of Trade Contractor to detail and submit reinforcing and infill details for temporary openings to the Structural Engineer for review. 5. Trade Contractor shall subsequently fill in these openings as out-of-sequence comeback at a later date, when requested by the Construction Manager at no additional cost.	Yes
33	Provide all finishes to the concrete Work as shown or specified within the Contract Documents. All slabs to receive a Steel trowel finish. Where exposed slab surfaces are to be covered with the resilient flooring, carpet, paint, waterproofing membrane, or other thin-film finish coating, slab shall receive a power trowelling, hand trowelling and ground to a smooth surface where defects would not telegraph through applied covering. Trade Contractor shall provide leveling/flashpatching as required to bring floors to specified flatness. Trade Contractor to level/flashpatch any/all floor deficiencies as directed by the Construction Manager. Include come-backs to grind, rub, and level all floor areas and interior exposed concrete surfaces within specified tolerances to the satisfaction of the Construction Manager, Architect and Engineer. This shall also include all exposed surfaces at stairs, all exposed walls, and all surfaces marred by rain.	Yes
34	This Trade Contractor understands that glue down wood flooring being installed by others at Floors 2-24. This Trade Contractor includes any and all self-leveling (Sonoflow or approved equal) necessary to achieve a floor level of +/- 1/4" in 10'-0" from level where all wood floors will be installed by others. All floor leveling materials used must have a cementitious base, and shall not contain any gypsum product. All survey and ascertain the tolerance achievement are included in this Trade Contract, including comeback to chop, grind, and/or flash patch after the Sonoflow installation. This Trade Contractor must complete any remedial work to the floors within the time frame required to keep pace with the flooring Trade Contractor's schedule as established by the Construction Manager. Placement of self-leveling material to be performed after partitions are installed and is included as follows: 1. At Floors 2 through 24, all floor areas, including the Bathrooms, Guestrooms, Bedrooms, Closets, hallways, and Amenities Catering Party, Amenities Storage, and Amenities Service Halls, Lounge Bar, and the Core Corridors/Elevators Lobbies, Service Halls, etc., this Trade Contractor shall furnish and install Sonoflow, even if these rooms are scheduled to receive floor tile, floor stone, wood flooring, carpeting, or floor paint by others, no exceptions. 2. All other public spaces, where carpet or other finishes that are installed directly to the slab or with a thin set material shall be flash patched/eveled as necessary by Contractor to achieve a floor level of +/- 1/4" in 10'-0" from level. 3. To minimize damage to the new slabs, this Contractor will not set any loads of material for this trade or any other nor will deck erection start on the new deck until the next day when the exterior climbing form system has been jumped. 4. Leveling of all stairs, corridors, sales office, and models will be done on overtime at no additional cost as required. 5. This Trade Contractor shall provide all depressed / recessed slabs as required within the Contract Documents. 6. Self leveling is not included by this trade contractor.	Yes



TRADE CONTRACTOR SCOPE SHEET CHECKLIST

TRADE: CONCRETE SUPERSTRUCTURE
CSI: 03300

Project: 120 WATER STREET, NEW YORK, NY		8/30/2018	
TRADE CONTRACTOR NAME: County-Wide Construction Corp.		Scope	Scope
TELEPHONE #: 914-336-2200		Check	Check
CONTACT: Mark La Sala		✓	✓
		YES	NO
35	Trade Contractor shall allow for the shrinkage and creep of the concrete structure and differential axial shortening of vertical elements as indicated in the specifications. Upon final approved schedule submitted to the engineer, a model shrinkage and creep analysis study will be performed by the engineer, at which time further direction from the engineer will be given to this trade Contractor on how much and where he will need to compensate. Any additional adjustment required to compensate for differential settlement are included in the Trade Contract Price at no additional cost.	Yes	
36	Furnish and install concrete curbs and parapets as shown and for all penetrations and interior partitions as required including 1. Temporary concrete curbs on all floors around the slab openings for the hoists. Removal of temporary curbs by others 2. Temporary concrete curbs on all floors around the slab openings for the concrete crane if crane is an inside-climbing crane. Removal of temporary curbs by others 3. Concrete curbs under all storefront on the 1st Floor, whether shown on Drawings as concrete or as CMU. 4. 6" wide x 12" high concrete curbs at all roof-mounted fans, whether these curbs are indicated on the Contract Documents or not as shown if required. 5. Construct linear concrete curbs at the perimeter-of-building mechanical and electrical rooms and elevator machine rooms on all required floors as per Contract Documents. 6. Construct concrete curbs at all doorways leading from mechanical rooms to common areas or common corridors. 7. Furnish and install all concrete parapets and curbs as per Contract Documents. 8. All curbs shall include the proper reinforcement, dowels, ties to slab, etc. 9. Leave concrete slab rebar as dowel for masonry blocks.	Yes	
37	Coordinate all Work with the requirements of the building's elevator installations and the elevator contractor and as follows: 1. Receive, unload, distribute, and set steel divider beams, furnished by others, between elevator cars A & B. Form pockets in Work as required for elevator divider beams and grout elevator beam pockets. Provide removal slab construction at all future elevator locations. 2. Furnish and install all formed depressions of the proper depth and width at the slab edges of all elevator hoistways. This Trade Contractor shall grout elevator entrance saddles for all elevators. Grouting of saddles to be no more than one floor behind the setting of elevator entrances. All forming, grouting and stripping of saddles to be performed on overtime. Note that a slab depression and grouting will be required for the elevator sills whether clear on the provided sketches or not. Prior to grouting, this Trade Contractor shall protect sills with duct tape by others. 3. This Trade Contractor shall provide pockets in all elevator hoistway shear walls on four (4) out of every Five (5) floors for temporary beams and for planking supports in all elevator shafts; these pockets shall be patched at a later date by this Trade Contractor from the moving elevator platform on overtime. Drawings indicating the layout of shear wall pockets for these items shall be provided to Trade Contractor by others. Temporary beams and temporary planking by others 4. Include all required work and coordination with the elevator contractor to locate templates, boxouts and other items required to pour the slabs and beams supporting the elevator machines. This Trade Contractor includes providing "highearly" concrete for the Elevator Machine Room (EMR) slab and slab above and beams such that the elevator machines can be placed in their final location the day after the slab and beams are poured. All of this work shall be included as work for framing, pouring and stripping. Includes additional shoring beneath the EMR slab and beams as required per the engineer's direction. Floors shall be stripped and slabs above machine room shall be placed within 3 working days after machines have been landed. Includes protection of machines as required prior to forming/pouring overhead slabs. 5. Coordinate with Elevator Trade Contractor any other required slab openings to receive and load elevator rails.	Yes	
38	All roof area slabs shall be thickened monolithic slabs and shall be screeded to achieve the design high and low points for proper drainage, as shown on drawings. Includes proper pitching of all roof, Main Roof, Bulkhead Level, Bulkhead Roof. This Trade Contractor shall be responsible to comeback at a later date with approved means to remediate elevation issues should the initial placement of concrete not achieve proper pitch to drains. All MER Rooms shall be properly pitched to floor drain locations whether or not indicated in the Contract Documents.	Yes	
39	The Trade Contractor is aware that should jump risers be needed, they will be removed as soon as the Bulkhead Level Roof has stopped nut. Placing boom and riser locations must be submitted and approved by The Construction Manager prior to superstructure award.	Yes	
40	Install inserts for Construction Manager's hoists. Trade Contractor includes patching from hanging or interior jacked scaffolds of all temporary hoist connection points as required when hoists are removed. Trade Contractor shall provide all scaffolding required for this item of work. This Trade Contractor shall provide a 'competent person' as defined by local and federal regulations to supervise the installation, use and dismantling of all scaffold work (Patch from Deck)	Yes	
41	This Trade Contractor shall perform all cleaning of the floors, as described above, within 72 hours after the completion of the stripping operation (the "stripping operation" includes the hoisting of all formwork materials to the next work level, not merely the removal of formwork from the latest pour). Failure to do so will result in a monetary backcharge at a value of Twenty-Five Thousand Dollars (\$25,000.00) per floor. Should this Trade Contractor not be responsive, Construction Manager shall use these funds to perform the work by others.	Yes	
42	At the corridors and guestroom ceilings on Building floors that are to receive GWB or ACT ceilings, by others, grinding and patching underside of slabs is not required at these areas. However, this Trade Contractor must grind any nails or other projections that may be dangerous. All areas to be left exposed shall be ground and patched. This Trade Contractor shall "Flank" the underside of any slab which is out of tolerance (a gypsum based product is not acceptable for flanking). Trade Contractor will survey before pour, after pour, after stripping. Construction Manager will perform spot surveys of underside of slabs after decks are stripped, but prior to pulling of re-shores. Construction Manager will perform additional spot checking of slabs one (1) month after re-shores are pulled, at which time the scope of Trade Contractor's flanking will be determined by Construction Manager. Construction Managers surveys will be used to determine scope of flanking. Flanking work itself will be performed by Trade Contractor once building is enclosed and partition walls are installed.	Yes	
43	This Trade Contractor is to refer to architectural and mechanical, electrical, plumbing, and fire protection drawings for locations and quantities of all slab openings in addition to what are shown on the structural drawings. MEP Coordination drawings will also be provided.	Yes	
44	This Trade Contractor has included all costs for escalation associated with labor and materials to project completion. No cost of escalation included.	Yes	
45	Includes providing and removal/disposal of all temporary tables and benches for a topping out party.	N/A	
46	Cost changes based on Unit Rates will be calculated based on net unit quantities calculated from Structural Engineer's sketches and drawings. Quantities based on shop drawings and invoices will not be acceptable.	Yes	
47	The Trade Contractor shall submit resumes of all key project management and field supervision personnel for review and approval by the Construction Manager.	Yes	
48	Trade Contractor will place concrete in columns and walls with a tremie pipe to prevent the concrete from falling from heights greater than allowed in the specifications; ACI requirements or as approved by the Engineer.	Yes	



TRADE CONTRACTOR SCOPE SHEET CHECKLIST

TRADE: CONCRETE SUPERSTRUCTURE
CSI: 03300

Project:	120 WATER STREET, NEW YORK, NY	8/30/2018
TRADE CONTRACTOR NAME:	County-Wide Construction Corp.	Scope Check
TELEPHONE #: 914-336-2200		Scope Check
CONTACT: Mark La Sala		✓ ✓
		YES NO
49	<p>Trade Contractor includes the furnishing and installation of temporary protection as required by OSHA, the TRG Site Safety Plan, and all other agencies having jurisdiction for this Work, for the framing floor and for all areas between the framing floor and the fourth floor below the framing floor (all of the floors enclosed by the form system or Vertical Fall Protection System) and as follows:</p> <ol style="list-style-type: none"> The safety and security of all re-shores shall remain this Trade Contractor's responsibility regardless of the floor they are on. Plank solid all shafts, on framing floor, the stripping floor, and the floor below the stripping floor, with OSHA-rated and OSHA-approved scaffolding plank and a ½" plywood cover (nailed), and maintain same. Furnish and install hole and hatch covers. Trade Contractor shall mark all hole and hatch covers "Danger - Floor Hole" using fluorescent paint. All hole and hatch covers shall be nailed or cleated to prevent displacement. Covers may be jumped to the next work level, however they must be replaced with guardrail systems, by Trade Contractor, as described above. Protection at uncovered, interior slab edges, hatchways or openings, or changes in slab elevation greater than 42" as per The Rinaldi Group Safety details in Exhibits G. Furnishing and installation of the "Safe-T-Strap" tie-off system to be installed at the interior face of all perimeter columns, in the center of each perimeter column bay and at the entrance to each elevator shaftway on all floors. A third-party engineer (not by this Contractor) shall test/ certify the "Safe-T-Straps prior to their use for fall protection by other trade contractors. 	Yes
50	<p>Trade Contractor will furnish, install, implement, and maintain the following scope-specific safety requirements in addition to the requirements of Article 11 and Exhibit G of the Trade Contract:</p> <ol style="list-style-type: none"> A self-climbing Vertical Fall Protection System that shall also act as the perimeter protection that extends a minimum of 72" above the working deck (the floor being framed). Trade Contractor includes any additional shoring or re-shoring to support this Fall Protection System. Trade Contractor will provide self-climbing Vertical Fall Protection Systems as required to perform their work. Trade Contractor includes any engineering and modifications for the vertical Fall Protection system to accommodate levels with perimeter outrigger walls (if Applicable). One stair tower shall be provided by this Trade Contractor in the core for the full height of the building, and these stairs will be jumped up the building as work progresses to access the work floor. This stair shall provide access to the working deck as well as lower levels as described elsewhere in this Scope of Work. Trade Contractor will furnish and install one temporary stair tower for access from street level to cellar level for access to each floor until slabs and stairs through the ground floor are complete (if Applicable). Trade Contractor shall submit a typical section through the Vertical Fall Protection System as well as at the core Protection System. Construction Manager shall review the plan to determine if it provides adequate protection. Trade Contractor is aware that no deck erection can begin until the perimeter form system has been jumped to maintain the proper perimeter protection height of 60" above the working deck. This Trade Contractor shall provide a passive means of fall protection for all its Work. Tie-offs will not be permitted as the only means of fall protection. Trade Contractor includes furnishing, installing, and removing a horizontal net system under all formwork systems to insure a passive means of fall protection is in place at all times based on approved SSP. Trade Contractor is expected to implement a deck forming system that eliminates the leading-edge fall hazard. Trade Contractor shall utilize a fully engineered decking system that can be set from below on rolling scaffolds or to implement a net system supported from the shores to prevent a worker from falling while setting ribs and plywood. Furthermore, any additional supervision required shall be included in this Contract. There shall be no ladders to work floors. Temporary stairs shall be built by Trade Contractor at the core until such time as the permanent stairs are in place. (if Applicable) There shall be an Exclusion zone identified by Trade Contractor and Construction Manager, 15' from tower face, for this Trade Contractor's rebar make-up area. The Exclusion zone shall be protected with wood barricades with gates and warning signage (plastic barrels and warning tape are not sufficient) by this Trade Contractor. 	Yes per Code Compliance
51	<ol style="list-style-type: none"> Upon completion of the stripping of formwork on any floor at any area, remove all forms, debris, banding material, excess concrete, rebars, tie wire, etc., and leave floor broom clean within the time period described in the schedule requirements of this Scope of Work. Includes clean-out of mechanical sleeves, curtain-wall embeds, etc. Debris shall not be stockpiled around the site or adjacent to the building structures in order to avoid a safety, fire, or health hazard or delay any part of the job. Trucking and legal disposal of this Trade Contractor's debris and unusable lumber from the site is included, and will be a continuing operation performed as an element of good housekeeping and shall be paid for by the Trade Contractor. If required, the removal of debris is to be included on overtime. All debris boxes shall be covered with tarps or netting in accordance with applicable local laws and the New York City Department of Building's rules and regulations regarding same. Trade Contractor includes exterior loading platforms as required for the work. Includes a minimum of two (2) platforms at the stripping floor and two (2) platforms on the clean-up floor. Platforms shall be in accordance with all New York City Department of Building's rules and regulations. Supports for the rails for these platform boxes shall attach to the slabs, beams, or columns. Each loading platform shall have a minimum capacity of 5,000 pounds. No stripping material shall be removed from floors without use of loading platforms. Additional reinforcing due to the loading platform is included. Trade Contractor shall provide its own containers for cleaning and legal rubbish removal. Clean-up shall be continuous, including the first floor street area, around shanties and storage areas. Trade Contractor shall be responsible for all fines received for failure to perform cleaning of this Trade Contractor's debris and for all costs due to repair of damages caused to existing sidewalks, curbs and streets caused by Trade Contractor's crane, trucks, or other equipment used to complete the work. Trade Contractor shall use its own hoisting equipment for rubbish removal. Failure to perform cleanup work in accordance with the Construction Manager's requirements and schedule will result in a corresponding back charge to Trade Contractor. This Trade Contractor includes providing monthly manifests from their carting company listing how much debris has been removed from the site. These manifests will also document the breakdown of recyclable components of the debris that has been removed. Trade Contractor includes any additional shoring and/or re-shoring to aid in supporting construction loads for vertical fall protection system and exterior loading boxes to minimize additional reinforcing. Trade Contractor shall engineer, furnish, install, relocate, maintain, and subsequently remove a hybrid pre-manufactured Formwork System/Deck Formwork System for the Work including, but limited to, the following requirements: 	Yes

TRADE CONTRACTOR SCOPE SHEET CHECKLIST							
TRADE: CONCRETE SUPERSTRUCTURE							
CSI: 03300							
 RINALDI GROUP							
Project: 120 WATER STREET, NEW YORK, NY							
TRADE CONTRACTOR NAME: County-Wide Construction Corp.							
TELEPHONE #: 914-336-2200							
CONTACT: Mark La Sala							
8/30/2018							
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S1	13. This Trade Contractor shall submit to the Construction Manager, and shall maintain on site for Building Department inspection, New York State (NYS) Professional Engineer (PE) signed and sealed formwork design drawings and calculations for all formwork assemblies for this Trade Contractors work in accordance with Section 3305.3.2.i. dated 2014 NYC Building Code. All shoring and reshoring, with locations, details, and sequence of removal to be submitted by Trade Contractor for review and approval of the Structural Engineer. Includes temporary shoring required due to the operations of this Trade Contractor. Includes reshoring per code and Structural Engineer's requirements. Trade Contractor shall provide additional reshores at loading point of formwork, or of equipment or material of others on floors. Reshores shall be inspected daily for shrinkage and stability by Trade Contractor (Trade Contractor shall keep written records of these inspections). All perimeter reshores and banding of same shall conform to current local laws. Perimeter reshores shall be screw-jacked and banded back to interior shores, slabs or columns; wedges are not permitted. 14. All shoring, bracing, reinforcing, or other supports required for areas subjected to equipment and trucking loads imposed for the execution of the work. All of the above noted shoring or other work required by Trade Contractor must be designed by a professional engineer retained and paid by Trade Contractor and all necessary design drawings and calculations with a NYS P.E. stamp, shall be submitted for review by the Structural Engineer and any other authorities having jurisdiction. 15. Trade Contractor shall provide proper camber to formwork, as directed by the Engineer, to maintain specified floor and bottom of slab levelness. This Trade Contractor shall provide such shoring and perform any required work to prevent deflection and deformation of the slab perimeter on all floors. 16. This Trade Contractor is responsible for all filing and permitting for the formwork, and formwork climbing systems as required to obtain approval from NYC Department of Buildings (DOB) if they are to be used as a Vertical Fall Protection System, thus eliminating the need for horizontal nets and vertical protection. Includes all requirements as per NYC DOB. This Trade Contractor shall provide horizontal nets as required per NYC DOB Building Code if they are unsuccessful in obtaining approval from NYC DOB to eliminate horizontal nets by use of climbing system as a cocoon. Written inspections and maintenance reports shall be submitted to the Construction Manager. Reports shall also be issued for the inspection of the initial installation along with any modifications as they occur. 17. Trade Contractor is aware that all costs to reinforce the structure to resist loads imposed by the pre-manufactured form system and Crane are included in this Contract price. The calculations for the loads imposed shall be signed and sealed by a NYS Professional Engineer and submitted to the Engineer of Record for their review and acceptance. Contractor to ensure concrete reaches required strength in time to allow construction to proceed.					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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S2	18. Trade Contractor shall insure that all gaps between the Vertical Fall Protection System and the building are closed to prevent any debris from falling. All working platforms shall consist of plywood over planks to prevent debris from falling between planks. Contractor to submit shop drawings of Vertical Fall Protection System showing extents of protection system (diapers, wipers, etc.) for approval by the Construction Manager prior to fabrication of the system. This system shall be designed to provide protection from falling debris during the jumping operation. Contract includes thorough cleaning of system prior to jumping. Contractor shall close any gaps observed in the field that may not have been apparent during the design process. Construction Manager's approval of the debris system in no way relieves the Contractor of the obligation to ensure that the debris netting system is sufficient. If at any time debris falls through the protection system (while the system is stationary or while it is jumping), this Contractor shall immediately rectify the situation – inclusive of providing horizontal nets should no other option be available. The Construction Manager has the right to require horizontal nets if this Contractor fails to ensure that debris is contained in the climbing system. 19. Should the core slab operation by this Contractor lag behind so that the permanent stairs cannot overlap one (1) floor with the temporary stairs, this Contractor shall either add resources to the core operation to maintain pace with construction or add additional levels of temporary stairs. Two (2) means of egress shall be provided at all times. 20. The entire formwork system shall be custom designed and engineered specifically for this project, including designed to accept wind loads as required per NYC DOB. 21. Formwork supports shall be designed to attach to top of slab top or top of beam or columns. It is this Contractor's responsibility to ensure that the required concrete strength is achieved to allow the formwork system to be jumped as required to maintain the schedule. 22. Additional panels for the formwork system shall be stored on site to replace those that may suffer damage during the course of the project. 23. All joints in formwork system shall be sealed as per the specifications such that there are no voids or leakage of concrete.					<input type="checkbox"/>	<input type="checkbox"/>
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S3	24. Submit a section and elevation through the form system and Vertical Fall Protection System showing all barriers, protection, and diapers for review by Construction Manager. The System shall be designed to prevent any debris or tools from falling through the formwork system. 25. Provide details for the protection systems to be utilized until the Vertical Fall Protection System is installed and in use for review by the Construction Manager. 26. Reshores are to be removed within 24 hours of receiving approval from the engineer of record to do so as to not impede the progress of subsequent trades. 27. Trade Contractor shall coordinate with the electrical contractor and include any mounting brackets or stanchions for temporary lighting that may be attached to the Vertical Fall Protection System. Maintenance of the lights will be by others, provided that care is taken by this Trade Contractor to avoid damage to the lights provided by others. 28. There will be one (1) dual rack & pinion hoist (2 cars total) provided by Construction Manager for the project. One of these cars will normally be dedicated to trade contractor personnel. These cars will reach to the Main Roof Level. All costs and schedule impacts due to inefficiencies related to hoist transportation are included in Contract Price. There shall be no claims for additional costs or time related to hoist wait times for the duration of this project. Contractor is fully aware of the hoisting that will be provided by the Construction Manager and has included any and all costs to complete the project.					<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
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						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
S4	Trade Contractor may be required to pick items of other trade contractors at their request. However, this Trade Contractor shall make its crane available for additional picks if agreed with other trade contractors directly. Construction Manager is not responsible for other trades negotiations with this Trade Contractor for use of crane or rigging. Trade Contractor is to hoist the equipment and material at the discretion of the other trade contractor, provided by others, and place same on required floors, and in final location if possible. This Trade Contractor will be responsible for hoisting and placing on the floor. Trade Contractor to perform the picks during overtime hours if required for this Trade Contractor to maintain the Contract schedule durations. This Trade Contractor shall provide the crane operators, oilers. The trade contractor which owns the equipment being lifted shall only provide their personnel which are required for the lift, including a master rigger if required. This Trade Contractor shall contract directly with the trade contractors. 10 Picks are included.					<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
S5	Trade Contractor shall stage its lathing operations at a designated location approved by the Construction Manager and other operations as coordinated with the Construction Manager and will relocate same as required and coordinated. Rebar column cages shall be preassembled off site if practical. On site storage these cages will be at a mutually agreed location between Construction Manager and Trade Contractor.					<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
S6	Trade Contractor will adhere to all requirements of NYC Local Law 70 regarding reclamation of concrete washout water.					<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>



TRADE CONTRACTOR SCOPE SHEET CHECKLIST

TRADE: CONCRETE SUPERSTRUCTURE

CSI: 03300

Project #: 120 WATER STREET, NEW YORK, NY		8/30/2018
TRADE CONTRACTOR NAME: County-Wide Construction Corp.		
TELEPHONE #: 914-336-2200		
CONTACT: Mark La Sala		
		Scope Check
		Scope Check
57	Trade Contractor shall provide a minimum of two (2) axis lines and eight (8) benchmark elevations on all floors for use by other trade contractors. Additionally, Trade Contractor shall provide 4' offsets around entire perimeter on every floor for use by the precast wall contractor. Trade Contractor shall maintain and/or re-establish axis lines and benchmarks until the precast wall work reaches the floor. Construction Manager shall provide base lines and elevation benchmarks at street level only, all other layout work shall be performed by this Trade Contractor.	<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO
58	This Trade Contractor shall submit the following surveys to be performed using a surveyor licensed in the State of New York: 1. Slab edge or shear wall location at all four sides of each elevator shaft. Two points on each side of each shaft to be taken at every floor. Tolerance must be maintained within +/- 1/4" from theoretical at the entire rise of each shaft. Slab edge survey is included. 2. Plumb survey of building exterior at each floor for no more than 1" tolerance. 3. Differential survey taken each month. Settlement survey points to be at all four corners of the building and at all four corners of the core (a total of eight (8) points per floor). Survey to be conducted at every four (4) floors once a month. Any adjustments to the column heights required by the Structural Engineer are included in this Contract Price. 4. Slab surveys showing elevations of each floor slabs on a 10'-0" x 10'-0" grid. Surveys to be completed post pour.	Yes
59	Prepare and submit for the Architect's and Engineer's approval, design mixes for all of the various strengths of concrete to be placed. All concrete design mixes shall be stamped by a New York State (NYS)-licensed Professional Engineer (PE) and shall be in strict conformance with the Contract Documents and submitted within two weeks of award of this Trade Contract. This Trade Contractor is responsible for obtaining approval from structural engineer and all New York City Agencies having jurisdiction. This Trade Contractor shall be responsible to sign off on all concrete design mixes for TR-3 filing with NYC DOB. This Trade Contractor will ensure that Trade Contractor and its concrete supplier(s) sign off on their portions of the TR-2 inspection forms as soon as the TR-2 forms are prepared by the Owner's independent inspection Agent.	Yes
60	All of the Trade Contractor's Work shall be tested and inspected by a testing agency and engineer in accordance with the specifications. Such testing agency/engineer shall be selected by the Owner or Architect/Engineer, and all compensation for the testing agency/engineer shall be borne by the Owner. Trade Contractor shall cooperate fully with the personnel of such testing agency/engineer, and shall provide at no additional cost to the Owner, manpower, drawings, facilities, scaffolds, storage and curing boxes, etc., to assist the testing agency/engineer personnel in the execution of their testing, collection of samples and inspection. It shall be the responsibility of this Trade Contractor to notify the testing agency/engineer through the Construction Manager prior to commencement of the Trade Contractor's work. The Trade Contractor shall not perform any work unless such testing agency/engineer personnel are present or have been given a reasonable amount of notice. Trade Contractor shall provide insulated box for cylinder storage.	Yes
61	This Contractor shall not place any concrete, which has been rejected by the testing agency's engineer.	Yes
62	Provide weekly inspection reports of the pump riser condition and wall thicknesses to Construction Manager for their review. It is solely this Trade Contractor's responsibility to ensure pump risers are of sufficient thickness to resist pumping pressures by a certified technician approved by the Construction Manager.	Yes
63	Construction Manager has the right to supervise concrete placement, any plants, and reserves the right to reject any concrete deemed unacceptable.	Yes
64	Trade Contractor includes all provisions necessary for concrete pumping operations such as foundation pads, inertia blocks, permits, traffic arrangements, etc. Location of pumps shall be approved by Construction Manager and Engineer of Record. All drawings, calculations, and P.E. stamp necessary for pump is included.	Yes
65	Pump risers shall be cleaned at the end of every work day and checked daily to ensure they are in proper working condition. Trade Contractor shall submit a written inspection report at the end of each work day.	Yes
66	The infill of pump riser openings by Trade Contractor after removal of pump riser must follow immediately behind the riser removal. An agreed value of this infill Work will be included on the schedule of values.	Yes
67	Trade Contractor shall provide overhead protection at the concrete pumps.	Yes
68	Trade Contractor is aware that the logistics plan has not been finalized and this Trade Contractor shall cooperate with the Construction Manager to locate the pump risers and horizontal runs.	Yes
69	Cure all concrete immediately after finishing or stripping forms by keeping surfaces wet or applying curing compound or other approved methods, as required by the specifications.	Yes
70	All projections shall be ground smooth and all voids filled on surfaces exposed to view. Includes removal and patching of shear wall ties. Corridors will be flash patched/leveled on overtime if schedule impacts trade work being performed during regular hours.	Yes
71	The Trade Contractor shall obtain and pay for all permits and certificates required for all cranes, derricks, hoist equipment, and other equipment they may bring onto this project and any other oversize/trucking loads for the Trade Contractor's operation. Trade Contractor shall engage its own Engineer and Expediter for producing and filing P.E.-stamped documents and obtaining any such permits and certificates. Any off-hours work required or scheduled will be coordinated with the Construction Manager and Owner will obtain and pay for any AHV fees that apply. Trade Contractor shall employ and pay for a Master Rigger when required by NYC DOB Cranes and Derricks Division. Any FAA filings for cranes, booms or form systems (as required) is included in this Trade Contract.	Yes
72	Trade Contractor shall provide all cranes, rigging, concrete pumping, etc. for all of its work. Trade Contractor shall coordinate with Construction Manager for crane and pump placement. Trade Contractor shall be responsible for all permits and approvals required for the erection, use and dismantling of the crane(s). Trade Contractor shall provide and file crane layout drawings and loading calculations stamped by an NYS Professional Engineer. Trade Contractor shall provide all temporary supplemental support/bracing required for crane loading, thrust blocks, etc. The set-up, assembly, and use of any crane, lifting equipment, pumps or articulated boom pumps shall not proceed without Construction Manager approval of the Job Safety Analysis and Pre-Task Plan. Trade Contractor shall submit all crane engineering to the Construction Manager's third-party inspector for approval prior to construction. Note that Trade Contractor will promptly address any concerns or issues raised by the Construction Manager's third party crane inspector throughout the project.	Yes
73	Since the requirements of the Building Code of the City of New York calls for a Certificate of On-Site Inspection for Cranes, this Trade Contractor will furnish to the Construction Manager all information of positions of the crane, along with pertinent loads for the operation of such equipment including necessary on-site inspection and submittals certified as to accuracy and location by a Professional Engineer, licensed to practice in the State of New York, engaged by the Trade Contractor. Includes all costs of compliance with all of the requirements of the NYC DOB Tower Crane regulations.	Yes

TRADE CONTRACTOR SCOPE SHEET CHECKLIST			
TRADE: CONCRETE SUPERSTRUCTURE CSI: 03300			
 RINALDI GROUP INC.			
Project: 120 WATER STREET, NEW YORK, NY Date: 8/30/2018			
TRADE CONTRACTOR NAME: County-Wide Construction Corp. Scope: Scope TELEPHONE #: 914-336-2200 Check: Check CONTACT: Mark La Sala Check: Check			
74	<p>This Trade Contractor is aware of the structural capacities of areas to be used for this Trade Contractor's equipment and material storage and shall not exceed rated capacities without taking appropriate steps to compensate for the imposition of the construction loads which may exceed the design criteria. Any modification, temporary or permanent, to the building's structural frame required to support this Trade Contractor's work is included. This Trade Contractor will provide all drawings, calculations, pontoons, and additional steel support for the crane if required and bracing steel for foundation wall if required. This Trade Contractor will submit drawings which indicate all staging loads and storage loads for review and approval by the structural engineer.</p>		
75	<p>This Trade Contractor will be responsible for the daily cleaning of the concrete washdown area during its pour operations. In addition, Trade Contractor shall provide weekly cleaning of adjacent catch basin, and at the conclusion of this Trade Contractor's work, or as required. Trade Contractor shall verify the satisfactory operation of all catch basins to the Construction Manager. Trade Contractor shall be responsible for removal and legal disposal of accumulated concrete washout from the site per NYC Local Law 70 of 2011.</p>		
76	<p>In addition to cleaning and housekeeping requirements listed under other WRK items, Trade Contractor shall shovel clean all floors one time. Trade Contractor shall be responsible for bringing debris to street level in own containers and removal and legally dispose them from site. (This Trade Contractor shall also provide carting/recycling records for LEEDs credit if applicable).</p>		
77	<p>This Trade Contractor shall provide a full time Concrete Safety Manager who is fully registered with NYC DOB. The Concrete Safety Manager must be present to oversee all concrete operations for the duration of the project. The Concrete Safety Manager must coordinate directly with the Construction Manager's Site Safety Manager. Trade Contractor shall comply with the recommendations of the Construction Manager's Site Safety Manager in addition to the rules and regulations of the NYC Department of Buildings and all other governmental agencies having jurisdiction, and the requirements established by the safety auditors of the Owner's insurance company.</p>		
78	<p>Winter Protection, blankets, hot water and/or any other item to meet the requirement in the Contract Documents, is included in this Contract Price as an alternate (from November 15, 2019 until March 30, 2019, and Winter of 2018/2019 if required). Schedule durations assume and absorb any and all impacts associated with winter heat operations. This trade contractor will provide tarps and CM will provide heaters.</p>		
79	<p>Trade Contract includes all costs for Hot Weather concrete as defined in section D330000 including admixtures for the duration of this project. This concrete is not defined as "mass concrete" and the maximum temperature allowed for the concrete at the point of discharge is 95 degrees per Specifications. Provide ice as an add alternate.</p>		
80	<p>Install all precast wall anchor embeds, elevator inserts, hoist inserts, railing sleeves and embed plates, and all other embedded items furnished by others. Layout drawings will be provided by others. Trade Contractor will be responsible for all corrective work due to improper placement of inserts and/or embedded items after trade contractor embed inspections.</p>		
81	<p>Install in the formwork any and all other embedded items such as corner guards, support angles for all gratings, elevator inserts, hoisting hooks, machine beams, inserts required for the suspension and anchorage of entrance canopies, etc. Embedded items, complete with template and/or installation sketches, will be furnished tailgate by others.</p>		
82	<p>This Trade Contractor understands that the drawings are not fully coordinated to show all mechanical penetrations. This Trade Contractor shall provide all penetrations, box-outs, chases, recesses and openings for all mechanical, plumbing, fire protection and electrical services, rubbish chutes, etc. as required. Trade Contractor is responsible for all of the above inclusive of additional rebar whether or not they are all shown on Contract Documents. Includes all modifications to the superstructure in order to accommodate these penetrations at no additional cost, provided that penetrations are identified on the coordinated NEP drawings prior to placement of concrete.</p>		
83	<p>Coordination with the work of the Mechanical, Electrical, Plumbing, and Fire Protection trades and other surrounding trades is required by trade Contractor both prior to commencement of its operations and also during performance of the Work. Trade Contractor shall allow for special loading requirements for piping or equipment that become apparent in the field and make minor changes in the placing of reinforcing, etc., in accordance with the requirements of mechanical trades and the Structural Engineer.</p>		
84	<p>Trade Contractor is aware of Construction Manager's requirements to allow for access to the core while shores and re-shores are in place. No shoring posts shall block access to the core. Trade Contractor shall use headers at all core openings if shores are required by the engineer.</p>		
85	<p>Shop drawings, including reinforcing steel, shall be prepared as required. This Trade Contractor includes shop drawings submitted electronically or via hard copies, or both, whenever is requested by the architect/engineer.</p>		
86	<p>All shop drawings, catalogue cuts, submittals, etc. shall be submitted to Construction Manager with enough lead time to allow for Architect's and Engineer's review, and subsequent resubmittal if required. Trade Contractor shall be responsible for all overtime costs which may arise due to noncompliance. Trade Contractor to provide a submittal schedule for review and approval within 2 weeks of award.</p>		
87	<p>Include concrete work for trench drains and bollard fills (if Applicable).</p>		
88	<p>Furnish and install knock-out slab details Two (2) future elevators and two (2) future stairs. Size of elevator knock-out should be similar to what is indicated in the Contract Documents.</p>		
	YES	NO	

TRADE CONTRACTOR SCOPE SHEET CHECKLIST			
TRADE: CONCRETE SUPERSTRUCTURE CSI: 03300			
RINALDI GROUP INC.			
Project: 120 WATER STREET, NEW YORK, NY			
TRADE CONTRACTOR NAME: County-Wide Construction Corp.			
TELEPHONE #: 914-336-2200			
CONTACT: Mark La Sala			
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		YES	NO
89	This Contractor will adhere to the following schedule: 1. There shall be a four (4) day pour cycle for each floor once typical Pour is reached. 2. Submittal Schedule with submission dates within two (2) weeks of Contract award. 3. Submit all product data and samples within four (4) weeks of Contract award. 4. Ready for commencement of concrete operations during the third quarter of 2018. Project can start up to 6/31/18 without increased costs. Refer to Exhibit E for costs of starts after 6/31/18. 5. Trade Contractor will include all overtime in the Contract Price to complete work in accordance with the following schedule: i. Prepare and submit proposed logistics plan including cranes, pumps and pump riser locations, subject to Construction Manager's approval. ii. Submit all concrete design mixes, stamped by NYS PE. Starting fourteen (14) days after Contract Award for low and high strength mixes. iii. Submit designs for Crane Pad(s) and/or Crane Engineering 1 week of award for location & site of pad, 4 weeks of award for the completed design. 6. Prepare and submit complete formwork shop drawings. Twenty-One (21) days after Contract Award (this included the climbing form system drawings). 7. Prepare and submit any required shoring and additional reinforcing requirements; twenty-one (21) days after Contract Award. 8. Submission of rebar shop drawings and other submissions with the following schedule is to be maintained: Eight (8) weeks after Contract Award, submit first two (2) floors, and then every two (2) weeks after, another four (4) floors are to be submitted. All rebar shop drawings shall be submitted within six (6) months of award.	Yes	
90	The schedule is also inclusive of any and all potential lost time resulting from anything directly related to and/or caused by the Trade Contractor's operation. This includes, but is not limited to lost time due to the following: I. Outages or breakdowns, required maintenance, inspections, etc. of any and all of the Trade Contractor's equipment such as cranes, pumps, placement booms, etc. II. Inability to jump cranes to accommodate schedule. III. Late delivery of climbing form systems. IV. Inability to jump climbing form systems due to mechanical issues and/or insufficient strength/curing of the structure. V. Lost time due to clogs/breakage in concrete risers. VI. Any and all DOB stop work orders resulting from this Contractor's actions. VII. Inability to provide timely concrete, consistent with approved characteristics. VIII. Inability to fabricate and furnish reinforcing in a timely manner. IX. Inability to provide sufficient heat to maintain pour schedules. X. Insufficient manpower. XI. Compliance with all safety requirements per Contract Exhibits and/or NYC DOB. XII. Wait times for Vertical Transportation.	Yes	
91	The schedule shall include Two (2) work days per month allowance for lost time due to weather. All lost time due to weather shall be evaluated the day the lost time occurs. It will be mutually agreed upon as to the extent of the lost time, whether it is partial or complete day, etc. This determination will be made based on which concrete trades were impacted, for how long, and if this may or may not have impacted the forward progress of the work. Lost time will be determined to be either partial (one quarter or one half) or full days to the overall concrete schedule. There will be a formal acknowledgement signed by any one of three (3) CM employees, being the Project Executive, the Senior Project Manager, or the Project Manager for the Structure. Should formal notification not be obtained by the Construction Manager the day the lost time occurs, there will be no extension of time for that day.	Yes	
92	It is clearly understood that there will be no increase to the Contract Price for any of the lost time as described above. Any and all cost associated with lost time is the responsibility of the Contractor and is deemed included in the Contract Price. The lost time due to weather will only result in an extension of time.	Yes	
93	The Set up and dismantling of the formwork system, the Vertical Fall Protection System, and tower cranes is included in the Contract Schedule.	Yes	
94	The Superstructure Concrete Schedule is identified in Exhibit E.	Yes	
95	Trade Contract amount includes concrete encasement of high voltage electrical risers, fire pump conduits, and fire alarm systems if shown or required.	Yes	
96	Furnish and install all dovetail slots for masonry walls. Dowels shall be bent to upright position by this Trade Contractor.	Yes	
97	Any un-sized or unscheduled beam indicated in plans, sections, or details shall be included based upon an assumed size of 24" wide x 36" deep with a reinforcing density of 400 lbs/cu.yd.	Yes	
98	Trade Contract Price includes all bending of horizontal and vertical reinforcement for all curved and sloped walls. There shall be no claims for any difficulty encountered for such bending work.	Yes	
99	Trade Contractor includes any required cambering or additional shoring to ensure that balconies meet project tolerances.	Yes	
100	Trade Contractor understands that MEP equipment may be located on Mechanical levels as concrete superstructure is being built. Trade Contractor will pour monolithic pads for all MEP Equipment as required in the Contract Documents and includes any additional shoring for equipment loads. Trade Contractor will pour monolithic pads for Air Handlers and the Emergency Generator (prior to building formwork for Bulkhead Roof Beams).	Yes	
101	Trade Contractor to include an Equipment Floater Policy for all Equipment on the Jobsite. Limits are to be adequate to insure the replacement value of the equipment as well as any damages due to equipment failure.	Yes	
102	All reinforcing shall be epoxy coated for all exposed areas such as balconies, ring beams at the roof, and bulkhead roof beams as shown on drawings. All Qualified safety supervision must be approved by Construction Manager's EH&S Operations Manager. Trade Contractor will provide licensed Concrete Safety Manager, and will provide additional safety supervisor and labor as required to comply with project safety requirements in Scope of Work and Exhibits G. Trade Contractor will conduct weekly site audits and will provide findings to Construction Manager during weekly safety meetings. Contractor to include Nets under the decking operation, passive fall protection or proprietary deck systems to be used in construction of concrete superstructure, no pure stick building of formwork will be allowed (minimum of engineered legs and engineered stringers with horizontal nets). Trade Contractor to provide a robust fall protection program along with hierarchies of controls for work at heights and perimeters. Trade Contractor to provide a robust and comprehensive EH&S Manual along with Job Hazard Analyses. Pre-Task Plans should focus on work at elevated heights, material handling and tool use. Daily huddles must be conducted as well as Trade Contractor coordination meetings. Trade Contractor must include a Return to Work, Light Duty, and Modified Duty policy as well as a detailed "Incident/Accident" management program. All safety requirements in the Scope of Work, Exhibit G must be followed.	Yes	
103	Subject to Owner's approval, retention on Contractor amounts shall be 10% until the Contractor's Work has reached 90% completion and further retention of 5% thereafter and entire balance of retention shall be released upon completion of the Work with Owner and Lender's prior written approval.	Yes	

TRADE CONTRACTOR SCOPE SHEET CHECKLIST			
TRADE: CONCRETE SUPERSTRUCTURE			
CSI: 03300			
RINALDI GROUP, Inc.			
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TRADE CONTRACTOR NAME: County-Wide Construction Corp.			
TELEPHONE #: 914-336-2200			
CONTACT: Mark La Sala			
8/30/2018			
		Scope	Scope
		Check	Check
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		YES	NO
104	Trade Contractor shall receive, unload, hoist, distribute, and install into formwork, threaded inserts into concrete slabs on every slab along building perimeter where the spacing between the columns exceeds twelve feet (12'). Contractor would also install steel stanchions, at each of these threaded inserts.	Yes	
105	Project Manager, Project Foreman and on site daily Concrete Superintendent will not be removed or reassigned from the Project without notification to the Construction Manager.	Yes	
106	This Trade Contractor includes minor excavation for formwork work if required.	Yes	
107	This Trade Contractor includes to form, pour and strip all new reinforced concrete walls, floors, slabs, ramps, footings, columns, beams, etc. as required.	Yes	
108	This Trade Contractor includes to form, pour and strip all elevator pits, sump pits, ejector pits, house traps, etc. as required by Foundation Contractor.	Yes	
109	This Trade Contractor includes to provide concrete topping at all floors as required.	Yes	
110	This Trade Contractor includes to provide all wire mesh, rebar ties, chairs, etc. as required for all new reinforced concrete and slabs.	Yes	
111	This Trade Contractor includes to provide all epoxy coated rebar as required.	Yes	
112	This Trade Contractor includes to provide all grouting at elevator saddles as required by Mason Trade Contractor.	Yes	
113	This Trade Contractor includes to provide all control joints & expansion joints as shown and required.	Yes	
114	This Trade Contractor includes to provide all self-jacking formworks at all floors as required.	Yes	
115	This Trade Contractor includes to furnish and install all new housekeeping pads for mechanical equipment as required.	Yes	
116	This Trade Contractor includes to form, pour and strip all new interior concrete curbs, stairs, ramps, and all related concrete work items.	Yes	
117	This Trade Contractor includes to provide all concrete curbs at Rooftop Mechanical Equipment as required.	Yes	
118	This Trade Contractor includes to provide Rat slab and finished concrete slab over "boxes" as sub-slab depressurization system.	Yes	
119	This Trade Contractor includes to provide all new concrete fill on metal deck at ramps, slabs, bulkheads, stair pans, landings, metal decks, etc. as required.	Yes	
120	This Trade Contractor includes to provide concrete encasement of electrical conduits as required and as shown on drawings.	Yes	
121	This Trade Contractor includes to furnish and install concrete pads for hoist as required.	Yes	
122	This Trade Contractor includes to provide reinforcing for all CMU walls at new installation as required.	Yes	
123	This Trade Contractor includes the maintenance of ramps, work areas, staging areas, roadways, etc. as required.	Yes	
124	This Trade Contractor includes to street sweeping during concrete superstructure as required.	Yes	
125	This Trade Contractor includes the installation, maintenance, clean-up, etc. of all pads, wash-down, trucking, etc. for all material, concrete as required.	Yes	
126	This Trade Contractor includes to provide all concrete mixes, strengths, etc. per plans and specifications.	Yes	
127	This Trade Contractor includes to provide all rebar, ties, mid bars, etc. per schedules.	Yes	
128	This Trade Contractor includes to provide all patching, filling, grinding and rubbing of concrete walls and seams at all new concrete areas.	Yes	
129	This Trade Contractor includes to provide all dovetail anchors in foundation walls to accept masonry partitions (Furnish by Other).	Yes	
130	This Trade Contractor includes to provide floor hardeners, dust proofing and sealers as required.	N/A	
131	This Trade Contractor includes to provide Winter Concrete additive including hot and/or chilled water as required. Ad Alternate.	Yes	
132	This Trade Contractor includes to provide Winter Concrete protection as required.	Yes	
133	This Trade Contractor includes to provide all box outs and depressions, sleeves, opening reinforcement, etc. as required.	Yes	
134	This Trade Contractor includes to provide all Exterior Fall Protection/Netting as required.	Yes	
135	This Trade Contractor includes to provide all temporary handrails at all poured in place stairs.	Yes	
136	This Trade Contractor includes to provide temporary protection of adjacent structures as required. By CM.	Yes	
137	This Trade Contractor includes to provide all pumping of concrete and filling of pump holes at completion, including all operation and removal as required.	Yes	
138	This Trade Contractor includes to provide Fire Watch as required, GC will provide electric heaters.	Yes	
139	This Trade Contractor includes to install all pipe sleeves, anchor bolts, plates, etc. from other trades as required.	Yes	
140	This Trade Contractor includes to supply all required road plates and temporary asphalt patching as required, inclusive of all removals as required.	Yes	
141	This Trade Contractor includes to provide grout, patch, infill, and all pitch pockets as required.	Yes	
142	This Trade Contractor includes to furnish and install Stairs connecting Cellar and First Floor by Foundation Trade Contractor.	Yes	
143	This Trade Contractor includes to install stair nosings furnished by others.	Yes	
144	This Trade Contractor includes to furnish and install Sloped Light Weight Concrete fill at Roofslopes and Terraces as required.	Yes	
145	This Trade Contractor includes to install trench drain frame as required.	Yes	
146	This Trade Contractor acknowledges that Work is based on Monday through Saturday six (6) day work week during permit specified hours and during OVERTIME hours.	Yes	
147	This Trade Contractor acknowledges that Work is based on non-union labor.	Yes	
Additional Requirements:			
148	This Trade Contractor includes all Air Monitoring and Testing and Associated Reports for its trade. By CM.	Yes	
149	This Trade Contractor includes all Municipal and Agency Inspections and Testing as required. (Controlled inspections by others)	Yes	
150	This Trade Contractor includes all permits and filing as required (including all renewals).	Yes	
151	This Trade Contractor includes all reports, manuals, sign-offs, certifications from manufacturers and installers, etc. as required for its trade.	Yes	
152	This Trade Contractor includes all coordination with all project contractors as required.	Yes	
153	This Trade Contractor includes all coordination w/ utility companies and regulatory authorities as necessary.	Yes	
154	This Trade Contractor includes all temporary services, equipment, etc. as required for its trade.	Yes	
155	This Trade Contractor includes to receive, handle, store, secure and install all materials and equipment for its trade.	Yes	
156	This Trade Contractor includes inspection of all structures and identification of areas requiring remedial work prior to installation of any of its materials.	Yes	
157	This Trade Contractor includes all installations, maintenance, removals and re-installation of OSHA, Fall Protection, Slab Opening Protection, etc. as required for its trade.	Yes	
158	This Trade Contractor includes all rigging, hoisting, cutters, scaffolding, ladders, etc. as required for its trade (including all removals and relocates).	Yes	
159	This Trade Contractor includes all shoring, reshoring, temporary supports and work and removals of same as required for its trade.	Yes	
160	This Trade Contractor includes all manpower, machinery, equipment, trucking (to and from site), fuel, surcharges, etc. for all work for its trade.	Yes	
161	This Trade Contractor includes all necessary welding, cutting, moving, etc. of material as required, including electrical connections and welding machines.	Yes	
162	This Trade Contractor includes all penetrations, core drills, slab openings, sleeves, straps, anchors, shims, clips, supports, angles, etc. as required for its trade.	Yes	
163	This Trade Contractor includes all caulking, sealants, firestopping, setting beds, etc. of all penetrations and core drills as required for its trade.	Yes	
164	This Trade Contractor includes all required protection, barricades, etc. as required for its trade.	Yes	

TRADE CONTRACTOR SCOPE SHEET CHECKLIST			
TRADE: CONCRETE SUPERSTRUCTURE			
CSI: 03300			
 <p>Project: 120 WATER STREET, NEW YORK, NY</p> <p>TRADE CONTRACTOR NAME: County-Wide Construction Corp.</p> <p>TELEPHONE #: 914-336-2200</p> <p>CONTACT: Mark La Sala</p>			
8/30/2018			
	Scope	Scope	
	Check	Check	
	✓	✓	
	YES	NO	
165	This Trade Contractor includes all shanties, gang boxes, secure storage, etc. for its trade.		
166	This Trade Contractor includes all maintenance and clean-up of its shanty, staging area, work area, etc. daily.		
167	This Trade Contractor includes all traffic control, flagmen, etc. as required for its trade.		
168	This Trade Contractor includes all mobilization and demobilization of site as required.		
169	This Trade Contractor includes Full Time Project Management, Concrete Site Safety Manager, Site Supervisor, personnel as required.		
170	This Trade Contractor includes to provide protection of all installed and stored work as required.		
171	This Trade Contractor includes all phasing as required for TCO, Construction Manager Scheduling, etc.		
172	This Trade Contractor includes to comeback and out of sequence work as required, including hoist areas.		
ADD ALTERNATES Included in this Contract			
173	Trade Contractor includes to provide ten (10) picks for mechanical equipment.		
174	Trade Contractor includes to provide Winter Concrete Additive & Protections as \$700/ Deck.		
175	Trade Contractor includes to provide Winter Concrete Protection, Tarps, and blankets needed.		
Scope Items: General Requirements			
176	Insurance is as per Exhibit C - Insurance Requirements		
	Total Price \$2,350,000		
Unit Prices			
The following Unit Prices are totally inclusive of whatever is required to complete each item in its entirety, including but not limited to all overhead, profit, sales tax, estimating, engineering, design, detailing, delivery, layout, furnishing, installing and all requirements of the Subcontract Agreement for such items. Changed quantities (lbs., LF, CY, SF, pieces, etc.) will be numerically netted (plus or minus) prior to the application of the appropriate dollar unit rate for each listed Unit Price. Unit Prices may be utilized at the sole discretion of The Rinaldi Group for any changes, additions or deletions to the work at any time for the duration of the Trade Contract Agreement.			
DESCRIPTION			
177	Furnish and install Typical Concrete, 4000 Psi	UNIT	\$ UNIT
178	Furnish and install Typical Concrete, 5000 Psi	S/CY	\$ 1,000.00
179	Furnish and install Typical Concrete, 6000 Psi	S/CY	\$ 1,250.00
180	Furnish and install Typical Rebar #3	S/LBS	\$ 1,500.00
181	Furnish and install Typical Rebar #4	S/LBS	\$ 2.00
182	Furnish and install Typical Rebar #5	S/LBS	\$ 2.00
183	Furnish and install Typical Rebar #6	S/LBS	\$ 3.00
184	Furnish and install Typical Rebar #7	S/LBS	\$ 4.00
185	Furnish and install Typical Rebar #8	S/LBS	\$ 4.00
186	Furnish and install Typical Rebar #9	S/LBS	\$ 4.00
187	Furnish and install Typical Rebar #10	S/LBS	\$ 4.00
188	Furnish and install Typical Rebar #11 and above	S/LBS	\$ 4.00
189	Furnish and install Formwork	S/SF	\$ 5.00
Labor Unit Cost			
190	Foremen - Regular Hrs	Unit Rate	\$ Rate
191	-Premium (Over) Time	\$/hour	\$ 80.00
192	Lather/Cement Finisher - Regular Hrs	\$/hour	\$ 120.00
193	-Premium (Over) Time	\$/hour	\$ 75.00
194	Rodman (Rebar) - Regular Hrs	\$/hour	\$ 112.50
195	-Premium (Over) Time	\$/hour	\$ 105.00
196	Carpenter - Regular Hrs	\$/hour	\$ 75.00
197	-Premium (Over) Time	\$/hour	\$ 112.50
198	Lebor - Regular Hrs	\$/hour	\$ 70.00
199	-Premium (Over) Time	\$/hour	\$ 105.00
Name: <u>Anthony J. Esposito</u> Signature: <u>Chad</u> Date: <u>9/1/18</u>			